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REVISIONS:
PULLED – NEW BUSINESS ITEM IV-7 AND CONSENT II-8
ADDED – COUNCIL MEMBER AGENDA ITEM VIII-3
CONSENT AGENDA II-23 MOVED TO NEW BUSINESS IV-9

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. May 6, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on April 22, 2014

*****WORKSHOP TO FOLLOW IN THE COUNCIL CHAMBERS*****

AWARDS AND PROCLAMATIONS

- Proclamations:

Kids to Parks Day
Bike Wichita Month
National Travel and Tourism Week
- Service Award:

Felicia A. Norris
- Awards:

Distinguished Budget Presentation Award (Excellence in Budgeting)
MiniMPA Certificates

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Sheila Officer - Presentation and Introduction of the Racial Profiling Citizens Advisory Board.
2. Walt Chappell - Why Racial Profiling in Wichita needs to stop.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 27)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. **Public Hearing and Tax Exemption Request, ZTM, Inc. (District III)**

RECOMMENDED ACTION: Close the public hearing and approve first reading of the ordinance granting ZTM, Inc. a 93.25% tax exemption on the identified real property improvements for a five year term, plus a 93.25% tax exemption for a second five-year term, subject to City Council review.

2. **Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Mesa Verde Phase II. (District VI)**

RECOMMENDED ACTION: Close the public hearing; adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

3. **2014-2018 Consolidated Plan and First Program Year Action Plan.**

RECOMMENDED ACTION: Approve the 2014-2018 Consolidated Plan and First Program Year Action Plan, authorize the necessary signatures on contracts and funding agreements, and approve final submission to the U.S. Department of Housing and Urban Development (HUD).

4. **Public Hearing on Proposed Assessments for fifteen (15) Paving Projects, fifteen (15) Water Projects, fifteen (15) Sewer Projects, and eleven (11) Storm Sewer Projects in the July, 2014 Bond Sale Series 814. (Districts I, II, IV, and V)**

RECOMMENDED ACTION: Close the Public Hearing, approve the proposed assessments and place the ordinances on first reading.

5. Order In of Sanitary Sewer Improvements for the 3700 and 3800 Blocks of South Broadway. (District III)

RECOMMENDED ACTION: Approve the project, adopt the resolution, and authorize the necessary signatures.

6. Tourism Business Improvement District.

RECOMMENDED ACTION: Receive, approve and file the Tourism Business Improvement District (TBID) 2015 Scope of Services and Budget and place on first reading the ordinance levying an annual service fee.

7. Swimming Pool Improvements. (District V)
(PULLED PER CITY MANAGER)

RECOMMENDED ACTION: Adopt the bonding resolution, authorize the initiation of the projects, and authorize all necessary signatures.

8. Agreement between IdeaTek d/b/a Wildflower Communications, Inc. and City of Wichita for Installation of Fiber Optic and Small Cell Antennas for Wireless Communications.

RECOMMENDED ACTION: Approve the agreement and place the ordinance on first reading.

9. Emergency Water Line Installation in West Wichita. (District V)
(MOVED FROM CONSENT II-23 TO NEW BUSINESS)

RECOMMENDED ACTION: Ratify the City Manager's emergency approval of the water line installation and immediate service connections, approve the project budgets, adopt the resolutions, and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Council Member Pete Meitzner to attend Midwest Interstate Passenger Rail Commission (MIPRC) Annual Meeting in Kansas City, MO, June 11-13, 2014. (MIPRC will cover travel and hotel)

RECOMMENDED ACTION: Approve the expenditures.

2. Special Meeting on the Strategic Plan.

RECOMMENDED ACTION: Approve a motion to set a special meeting of the City Council of the City of Wichita, at 9:00 a.m., in the City Council Chambers, City Hall, 455 North Main, on Tuesday, May 27, 2014.

3. Approval of travel expenses for Council Member Pete Meitzner to attend the Senior Leader Site Vitis Jump Trading Simulation and Education Center in Peoria, Illinois, May 7, 2014.

RECOMMENDED ACTION: Approve the expenditure.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 27)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated April 28, and May 5, 2014.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Troy Altenburg	CiCi's Pizza**	8320 West Central
Mui Fong Yu	Tom's Lotus Garden**	822 South Broadway
Martha A Vasquez	Tacos and Salsas**	2128 North Broadway
<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Chaomin Hsu	Nomar International Food***	20156 North Broadway

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. (NONE)

RECOMMENDED ACTION: Receive and file.

4. Statement of Costs:

- a. List of Statement of Cost.

RECOMMENDED ACTION: Approve and file.

5. Consideration of Street Closures/Uses.

- Community Events - Quivira Council Over the Edge. (District I)
- Community Events - Girls on the Run Spring 5K. (Districts I, V and VI)
- Community Events - Get Your Rear in Gear Wichita. (District VI)
- Community Events - Victory in the Valley East Meets West Walk/Run. (District VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Design Services Agreement:

- a. Supplemental Design Agreement No. 1 for Improvements to The Ranch Addition. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions

Historic Preservation Board, March 10, 2014

Bicycle and Pedestrian Advisory Board, March 10, 2014

Police and Fire Retirement System, March 26, 2014

Wichita Employees' Retirement System, March 19, 2014

RECOMMENDED ACTION: Receive and file.

8. **Amendment of Trust Indenture for Tax-Exempt Industrial Revenue Bonds, McCormick-Armstrong Co, Inc. (District I)**

(PULLED PER CITY MANAGER)

9. City Wide Aerial Photography Services Update.

RECOMMENDED ACTION: Approve the contract with Aerial Services, Inc., authorize the CIP expenditure, and authorize the necessary signatures.

10. Contract for Beverage Services Golf Courses. (Districts I, III, IV, and VI)

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

11. Contract for Wichita Intervention Program Facility.

RECOMMENDED ACTION: Approve the contract with Best Western Wichita North Hotel and Suites and authorize the necessary signatures.

12. Contract for Wichita Intervention Program Guard Services.

RECOMMENDED ACTION: Approve the contract with Smart Security and Investigations, Inc. and authorize the necessary signatures.

13. Girder Inspection of the Broadway Bridge at 34th Street South. (District III)

RECOMMENDED ACTION: Approve the payment and authorize the necessary signatures.

14. HOME Program Funding for Program Administration.

RECOMMENDED ACTION: Approve funding for HOME program administration.

15. HOME Program Housing Development Loan Program Funding. (District VI)

RECOMMENDED ACTION: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

16. Kansas Health Foundation Grant – Community Livability and Sustainability Assessment.

RECOMMENDED ACTION: Approve the grant application and sustainability assessment and authorize the necessary signatures.

17. Notice of Intent to Use Debt Financing - Communications Cable Plant - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

18. Partial Redemption of Industrial Revenue Bonds, Greater Wichita YMCA. (District VI)

RECOMMENDED ACTION: Adopt the Resolution authorizing an early redemption of a portion of the Series 2011 Bonds.

19. Resolutions Authorizing Congestion Mitigation and Air Quality (CMAQ) grants from the Federal Transit Administration.

RECOMMENDED ACTION: Adopt the resolutions and authorize the necessary signatures.

20. Termination of Urban Renewal Covenants and Conditions. (District VI)

RECOMMENDED ACTION: Approve the Certificate of Termination and authorize all necessary signatures.

21. Termination of Covenant. (District I)

RECOMMENDED ACTION: Approve the Covenant Release and Termination and authorize all necessary signatures.

22. Senior Management Expenses for the Quarter Ended March 31, 2014.

RECOMMENDED ACTION: Receive and file.

23. Emergency Water Line Installation in West Wichita. (District V)
(MOVED TO NEW BUSINESS IV-9)

24. Second Reading Ordinances: (First Read April 22, 2014)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

25. ***SUB2010-00032 -- Plat of Sierra Pointe Addition located on the Southwest Corner of Pawnee and 127th Street East. (District II)**

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

26. ***SUB2011-00055 -- Plat of Fox Ridge Plaza Addition located on the South Side of 37th Street North, on the East Side of Maize Road. (District V)**

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

27. ***Westar Agreement for Installation of Street Lights - Colonel James Jabara Airport.**

RECOMMENDED ACTION: Approve the agreements and authorize the necessary signatures.

**City of Wichita
City Council Meeting
May 6, 2014**

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (ZTM, Inc.) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the Ordinance on first reading.

Background: ZTM, Inc. is a manufacturer of large precision machine parts and assemblies for the aerospace industry. Founded in 1988, the company has experienced rapid growth in sales and production since its inception. As a result of continuous growth in sales, ZTM has expanded its manufacturing capacity and purchased new manufacturing equipment. ZTM is now requesting approval of an Economic Development Tax Exemption (EDX”) on a building expansion and acquisition of new manufacturing equipment, in conjunction with the expansion project.

Analysis: ZTM mills close-tolerance component aircraft parts and tooling and prototype work in support of Wichita’s major aircraft manufacturers. ZTM is adding 35,000 square feet of manufacturing space to its current 73,000 square foot facility at an estimated cost of \$1,860,000. ZTM is also investing approximately \$1,290,500 in machinery and equipment for a total project investment of \$3,150,500. ZTM currently employs 88 in Wichita and intends to hire an additional 40 employees over the next five years with an average annual salary of all employees of \$47,010, which exceeds the North America Industrial Classification Code System (NAICS) average of \$40,763. Based upon capital investment and job creation, ZTM qualifies for a 93.25%, five-plus-five year tax exemption under the City’s economic development incentive policy.

Financial Considerations: Based on the 2013 mill levy, the estimated value of the tax exemption in the first full year is approximately \$52,295. This estimate assumes that 100% of the \$1,860,000 cost of improvements to real property will be reflected in a dollar-for-dollar increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its on-going reappraisal process. The value of the 93.25% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 14,096	State	\$ 651
County	\$ 12,738	USD 259	\$ 24,810

Wichita State University’s Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita General Fund	1.69 to one
City of Wichita Debt Service Fund	2.11 to one
Sedgwick County	1.47 to one
USD 259	1.23 to one
State of Kansas	14.42 to one

Legal Considerations: The Law Department has approved the attached Ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve first reading of the ordinance granting ZTM, Inc. a 93.25% tax exemption on the identified real property improvements for a five year term, plus a 93.25% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

____FIRST PUBLISHED IN THE WICHITA EAGLE ON MAY 16, 2014____

ORDINANCE NO. 49-744

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF ZTM, Inc., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, ZTM, Inc., requests an ad valorem tax exemption on a proposed expansion project of 93.25% for a five-plus-five year term on the expansion of its facilities; and

WHEREAS, ZTM, has operated within the City for more than fifteen years as a manufacturer of precision machine parts and assemblies; and

WHEREAS, ZTM, Inc., proposes a \$3,150,500 expansion by the addition of approximately 35,000 square feet to its facilities located at 4009 Navajo Lane in south Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by ZTM, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on May 6, 2014; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. ZTM, Inc., is an existing business located in Wichita, Kansas, and intends to expand its business by construction of a new building.

2. The expansion and equipping of the building for which exemption is given occurred after January 1, 2013. No exemption will be given for and costs which occurred before that date.

3. Such acquisition is to be used exclusively for manufacturing articles of commerce.

4. By such expansion, ZTM, Inc. will create new employment for 40 employees within five years after the start of the project.

5. Tax exemption will be given only for the expansion and equipping of a building and for equipment.

6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.

7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by ZTM, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing articles of commerce.

2. ZTM, Inc. is hereby granted an ad valorem tax exemption of 93.25% for a five-year term on the expansion and equipping of a building and 93.25% for a second five years, subject to the approval of the then current governing body, located within the Wichita City limits at 4009 Navajo Lane in southwest Wichita, at an estimated cost of \$3,150,500. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and ZTM, Inc. may be required to repay amounts previously abated), in the event of any failure by ZTM, Inc. to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and ZTM, Inc. is hereby approved.

4. The Office of Urban Development shall be responsible for monitoring the performance of ZTM, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in ZTM, Inc.'s written request for ad valorem tax exemption as presented to the City Council and to administrative staff and dated June 12, 2013 and as stated in ZTM Inc.'s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that ZTM, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which ZTM, Inc. has executed with the City.

7. The City Council may, at its discretion, require ZTM, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which ZTM, Inc. has executed with the City.

8. Upon finding that ZTM, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on ZTM, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this 13th day of May, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the “Agreement”) is made and entered into on this ____ day of May, 2014, by and between the City of Wichita, Kansas, hereinafter referred to as the “City,” and ZTM, Inc., hereinafter referred to as the “Company.”

WHEREAS, the Company currently operates a facility in Wichita, Kansas, for manufacturing close-tolerance machined parts, and, as of December 31, 2014, will have completed an expansion of its facilities and the installation of certain additional machinery and equipment at that facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:
 - A. Between January 1, 2013 and December 31, 2014, the Company will have completed the construction of a new facility and installation of manufacturing equipment at its manufacturing facility, located at 4009 Navajo Lane, Wichita, Kansas, at an approximate cost of \$3,150,500, to be used exclusively for the purposes of manufacturing articles of commerce;

- B. Maintain, throughout the period from the date of this Agreement to December 31, 2019, employment of not less than eighty-eight (88) employees at such manufacturing facility;
- C. On or prior to December 31, 2019, the Company will add an additional forty (40) new jobs at such manufacturing facility, and thereafter, maintain employment of not less one hundred twenty-eight (128) employees at such manufacturing facility, through at least December 31, 2024;
- D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 336;
- E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;
- F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;
- G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;
- H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,
- I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to

monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES.** The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.
3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the real property improvements and the machinery and equipment acquired and installed by the Company pursuant to Section 1.A., above, shall be entitled to a 93.25% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2015, provided proper application is made therefor. It is the City's further intention that such property shall be entitled to a 93.25% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2020 to December 31, 2024, subject to the approval, in 2019, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*
4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2024.
5. **INCORPORATION OF APPENDIX.** Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.

6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Urban Development
Attn: Economic Development Analyst
455 North Main, 13th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: ZTM, Inc.
ATTN: Brad, or Kelly, Julius
4011 E. 31st St. S.
Wichita, Kansas 67210

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf
Director of Law

_____ (COMPANY)

Name: _____

Title: _____

APPENDIX A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Mesa Verde Phase II (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing and adopt the resolution

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the program.

The City has received a request from CER Corporation (CER) and Mennonite Housing Rehabilitation Services, Inc., (Mennonite Housing) for a City Council resolution of support for an application for 9% Housing Tax Credits in connection with the development of Phase II of the Mesa Verde housing development.

Under the City's adopted Housing Tax Credit (HTC) Policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Metropolitan Area Building and Code Department (MABCD) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and MABCD, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

Analysis: The proposed project involves the development of the final 16 single-family homes in the Mesa Verde subdivision, which is located near 35th Street North and Meridian. All homes will include three bedrooms, two bathrooms, and two-car garages, and will be approximately 1300 square feet in size. The proposed homes will be of tri-level design, with partially finished basements. According to the HTC application, preliminary tax credit rent amounts are estimated to be \$435 for four of the units, \$600 per month for four of the units, and \$725 for eight of the units, depending on the income group to be served. The project owner will be responsible for lawn maintenance and maintenance of the housing units.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. In this case, the requirement would apply to four of the 16 units. Waiver of this requirement is requested, due to extenuating circumstances, specifically, financing conditions. The HTC Policy provides for a waiver of the 20% market-rate unit requirement when these circumstances and conditions exist. The financing challenges are primarily related to the amount of HTCs that can be secured for the project, due to floating HTC rates (approximately 7.5%, versus the historic 9% rate), and the ability to achieve an acceptable Debt Coverage Ratio (DCR) for permanent financing, should the market-rate unit requirement be

imposed. Imposition of the market-rate unit requirement, in this case, would result in the loss of HTCs and Federal Home Loan Bank Affordable Housing Program (AHP) funding for four of the units, requiring additional debt service to finance the project. Based on information provided by the developers, the project cannot support the additional debt service that would be required, even if the four non-HTC units could be rented for as much as \$1,070 per month. Further, the project already has a debt obligation, in the form of special assessments, for installation of infrastructure.

The City's Planning Department and MABCD have advised, in connection with a previous request for a resolution of support, that the development site has been platted and that infrastructure has been constructed. Thus, requirements imposed as a result of internal staff reviews have been satisfied.

DAB VI voted (6-0) to recommend adoption of the resolution of support, with waiver of the 20% market rate unit requirement. Housing and Community Services (HCS) staff believes that the proposed project will provide safe, clean, affordable rental housing, and recommends adoption of a resolution of support by the City Council with waiver of the 20% market rate unit requirement.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Vetting of the developers was conducted by Office of Urban Development staff. There were no outstanding issues noted.

Financial Considerations: The total project cost is estimated to be \$3,448,781. Financing includes proceeds from the sale of the HTCs, a private sector loan, Federal Home Loan Bank Affordable Housing Program funding, and deferred developer fees. No City funds are involved in the financing of this project.

Legal Considerations: The Law Department has reviewed the resolution and approved it as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Attachments: Resolution

RESOLUTION NO. 14-112

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Mennonite Housing Rehabilitation Services, Inc. and Community Economic Resource Corporation, that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 13, Block A, and Lots 4, 5, and 6, Block C, and Lots 4, 5, 6, and 7, Block D, and Reserve "A", Mesa Verde Addition, Sedgwick County, Kansas.

WHEREAS, this housing development will include 16 three-bedroom single-family housing units constructed with two-car garages;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until May 6, 2016. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Metropolitan Area Building and Construction Department, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this
6th day of __May__, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: 2014-2018 Consolidated Plan and First Program Year Action Plan

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the 2014-2018 Consolidated Plan and First Program Year Action Plan, authorize the necessary signatures on contracts and funding agreements, and approve final submission to the U.S. Department of Housing and Urban Development (HUD).

Background: Wichita is recognized as an “entitlement” city by the U.S. Department of Housing and Urban Development (HUD). This is based on a Federal formula which considers total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. In order to receive Federal funds under the Community Development program, entitlement cities must complete and submit a multi-year Consolidated Plan for HUD approval. Following approval, cities submit one year action plans for each year of the Consolidated Plan.

The 2014-18 Consolidated Plan will cover the period from July 1, 2014 through June 30, 2019. The first year of the new Consolidated Plan will cover the period of July 1, 2014 to June 30, 2015. The final allocations for 2014-2015 are: Community Development Block Grant (CDBG)-\$2,679,109; HOME Investment Partnerships Program (HOME)-\$1,238,857; and Emergency Solutions Grant (ESG)-\$225,915.

On February 4, 2014, staff presented the draft 2014-2018 Consolidated Plan and First Program Year Action Plan for City Council approval. Following that meeting four things occurred: 1) the Consolidated and One Year Plans were made available for public comment; 2) Requests for Proposals (RFPs) were issued for Women’s Services, Youth Crime Prevention and Enrichment and Emergency Solutions Grant funding; 3) invitations were extended to Community Housing Development Organizations (CHDOs) to apply for housing development funds; and 4) final allocation information was released.

On April 1, 2014, staff presented the proposed funding recommendations for the 2014-2015 First Program Year Action Plan for Council approval. Following that meeting, 1) the revised Consolidated and One Year Plans were made available for public comment; 2) a Request for Proposals (RFP) was issued for Summer Youth Employment Activities; and 3) unallocated funds were identified that are available for reallocation to CDBG-eligible activities.

Analysis:

1. **Public Comments.** During the second public comment period, the City received additional public comment regarding the amount of funds designated for Women’s Services in the 2014-2015 one year action plan and opposing a reduction in funds for this service. This matter is discussed in more detail following the ESG recommendation on page 4.

2. Proposals. Two proposals were received from agencies proposing to provide summer youth employment activities. Both proposals were evaluated by staff and forwarded to the City Council-appointed Grants Review Committee (GRC). The GRC met on April 22, 2014, for review of the proposals. The GRC selected the proposal received by the YMCA for the Job Prep program, and recommended funding in the amount of \$25,000 for that activity.
3. Unallocated funds. Due to the receipt of program income and recaptured funds that were remaining from prior-year allocations, \$200,000 has been made available for allocation in 2014-2015. These funds are being proposed for use in the types of activities listed below although no specific projects are being recommended at this time. HUD regulations provide for this type of general allocation with specific projects to be identified during the program year.

HUD requires that the local Continuum of Care provide input into recommendations for ESG program funding. In Wichita, the group which provides recommendations for the ESG is the Continuum of Care Coordination Team (CCCT). The CCCT met on March 3 and prepared recommendations which were forwarded to the GRC and presented at the March 6 public hearing. Following announcement of the final ESG allocation, the CCCT met again on March 19 and adjusted its recommendations to account for the increased allocation.

The GRC considered all written and oral information received, and prepared funding recommendations. City staff then adjusted those recommendations based on input from the CCCT as noted above, and to account for the reduced funding for CDBG and the increase in HOME funding. Those recommendations were presented to the City Manager and are summarized below:

Community Development Block Grant

Capital Projects/Demolition: \$0

Funds have previously been used to demolish properties which have been cited by staff in the Metropolitan Area Building and Construction Department. No funding is recommended for 2014-2015 as a result of the reduction in CDBG funding. Approximately \$84,000 is available from current and prior year allocations for this activity.

Housing Projects: \$1,142,000

Funds will pay for home repair programs for income eligible homeowners; this includes funding for the annual free paint program.

Neighborhood Stabilization Activities: \$200,000

Previously unallocated funds will be utilized for neighborhood initiatives in eligible areas. This can include capital improvements such as sidewalks and infrastructure; park and public facilities improvements; home repair and neighborhood improvement projects; and other public service activities.

City Manager's Office-Office of Community Engagement: \$385,000

Funds will pay for salaries and benefits for community liaisons and administrative aides in Districts 1, 3, and 6, and eligible operational costs at the three Resource Centers.

Housing and Community Services: \$68,500

Funds will pay for administrative costs of the Housing First program (staff salary, benefits and office costs). This allocation was reduced due to the CDBG funding cut, however, the increase in ESG will provide a sufficient administrative allocation to fully fund this activity.

Women's Shelter Services: \$250,000

The purpose of Women's Shelter Services is to provide temporary shelter, counseling and other support services for an average of 350 women and children who are fleeing domestic violence situations. These reductions were recommended prior to the CDBG funding reduction however, the CCCT recommended increased funding which will provide these agencies with amounts close to their current allocations. The ESG recommendations can be found on page 4.

Agency	2013-14 Allocation	2014-15 Allocation
Catholic Charities	\$105,036	\$96,745
StepStone	\$26,000	\$23,433
YWCA	\$143,964	\$129,822
TOTAL	\$275,000	\$250,000

Youth Crime Prevention and Enrichment: \$125,000

The purpose of this funding is to engage middle school youth with identified risk factors in activities that will prevent crime and enrich their lives. Funds will serve approximately 4,360 income-eligible youth.

Agency	2013-14 Allocation	2014-15 Allocation
Rainbows United	\$23,093	\$21,910
YMCA	\$101,907	\$103,090
TOTAL	\$125,000	\$125,000

Summer Youth Employment: \$250,000

Current year funds in the amount of \$225,000 will pay for The Way to Work summer youth employment program administered by the Housing and Community Services Department. This program serves youth ages 14-15 that either live in Public Housing units or are in households which receive rental assistance through the Section 8 Housing Choice Voucher program. The 2014-2015 program will serve up to 100 youth and provide job readiness and financial literacy training, as well as paid summer employment. Additionally, \$25,000 in unexpended funds from prior years' summer youth employment activities were made available for a community organization to provide summer job training and employment activities for income-eligible youth. A Request for Proposals was released, and the 2014 Grants Review Committee recommended selection of the YMCA Job Prep Program.

Agency	2013-14 Allocation	2014-15 Allocation
The Way to Work	\$146,650	\$225,000
YMCA	\$41,527	25,000
TOTAL	\$188,177	\$250,000

Program Administration: \$483,609

Purpose: HUD allows up to 20% of the entitlement grant to be used for Program Administration, which includes reasonable costs associated with general management, oversight, coordination, monitoring and evaluation. The proposed amount is less than the 20% cap for 2014-2015.

Category	2013-2014 Allocation	2014-15 Allocation
Indirect Costs	\$59,511	\$84,124
Program Management	\$400,000	\$369,485
Fair Housing Initiatives	\$5,000	\$5,000
Mandated Consolidated Plan Activities	\$25,000	\$25,000
TOTAL	\$489,511	\$ 483,609

HOME Investment Partnerships Program

HUD requires that a minimum of 15% of the HOME allocation be designated (set aside) for Community Housing Development Organizations (CHDOs). The proposed 2014-2015 CHDO designation is 16%.

Agency	2013-14 Allocation	2014-15 Allocation
Mennonite Housing Services	\$175,000	\$186,900
Power CDC	\$91,959	0
TOTAL	\$266,959	\$186,900

Note: The City established an allocation of \$300,000 for CHDO activities, which is in excess of the 15% requirement. The above recommendation leaves \$113,100 of this amount unallocated in the CHDO set-aside category. Staff proposes to leave the remaining set-aside funds in place for future development opportunities by Mennonite or Power CDC during the program year. The 2014-2015 recommendation will be sufficient for Mennonite Housing Services to develop four houses.

Program Administration and Indirect Costs: \$123,885

Up to 10% of the City's HOME allocation can be used to offset costs of administering the program, including indirect costs. Indirect costs are computed by applying the applicable percentage to the amount of the anticipated annual grant.

CHDO Operating Expenses: \$50,000

These funds are consistent with prior year allocations and are provided to help the CHDOs cover operating expenses.

HOMEownership 80: \$319,972

The downpayment and closing cost recommendation is based on anticipated new and existing home sales in the 2014-2015 program year. This allocation amount will serve approximately 14 homebuyers.

Boarded Up House Program: \$125,000

This recommendation will provide funding for two projects, and is slightly more than the current year, due to increases in construction costs in general, and costs associated with compliance with the 2012 International Energy Conservation Code.

Housing Development Loan Program: \$250,000

This recommendation reflects an increase from the current year because staff has become aware of potential projects that could utilize HDLP funding. These funds are used by non-profit or for-profit developers, for in-fill housing in the City-designated Redevelopment Incentive, Neighborhood Revitalization or Local Investment Areas.

Deferred Loan Program: \$70,000

Deferred Loan funds are used to buy down the interest on loans for major home repairs. This recommendation is approximately half of the current allocation and will support approximately two loans.

Emergency Solutions Grant (ESG) Funds

The ESG program prioritizes permanent housing solutions for the homeless or for persons at serious, imminent risk of becoming homeless, with a reduced focus on emergency shelter and street outreach. The legislation which created this program caps expenditures for shelter and outreach activities at 60% of the annual allocation. The following chart presents recommendations for shelter services which were made by the Continuum of Care Coordination Team and accepted by the GRC. They are within the 60% cap.

Agency	2013-2014 Allocation	2014-2015 Recommendation
Catholic Charities – Harbor House	\$12,600	\$17,891
Catholic Charities – St. Anthony Family Shelter	\$21,000	\$21,000
Inter-Faith Ministries – Inter-Faith Inn	\$18,100	\$18,100
Inter-Faith Ministries – Warming Souls Winter Shelter	0	\$6,724
The Salvation Army	\$21,000	\$21,000
United Methodist Open Door	\$29,400	\$29,400
YWCA Women’s Crisis Center	\$10,000	\$21,051
TOTAL	\$112,100	\$135,166

Other ESG recommendations include \$18,124 for Homeless Prevention, \$54,370 for Rapid Re-Housing, \$1,311 for administration of the Homeless Management Information System by the United Way, and \$16,944 for the City’s program management and indirect costs.

Women’s Services for victims of domestic violence are funded from CDBG and ESG funds. As noted earlier, during the first public comment period, concerns were expressed regarding the reduction in CDBG funds for these programs. The following chart reflects increases in funding to these agencies resulting from increases in ESG allocations as recommended by the Continuum of Care Coordination Team.

	CDBG		ESG		Total 2013-2014/15 (CDBG and ESG)	
Agency	2013-14	2014-15	2013-14	2014-15	2013-14	2014-15
Catholic Charities Harbor House	\$105,036	\$96,745	\$12,600	\$17,891	\$117,636	\$114,636
Stepstone, Inc.	\$26,000	\$23,433	0	0	\$26,000	\$23,433
YWCA	\$143,964	\$129,822	\$10,000	\$21,051	\$153,964	\$150,873

Financial Considerations: Development of a Five-Year Consolidated Plan and First Year Action Plan is required for receipt of Federal funds. No General funds are involved with this planning activity.

Legal Considerations: The Law Department has reviewed the 2014-2018 Consolidated Plan and First Program Year Activity Action Plan, and approved them as to form.

Recommendation/Actions: It is recommended that the City Council approve the 2014-2018 Consolidated Plan and First Program Year Action Plan, authorize the necessary signatures on contracts and funding agreements, and approve final submission to the U.S. Department of Housing and Urban Development (HUD).

Attachments:

2014-2108 Consolidated Plan and First Program Year Action Plan Summary
2014-2015 First Program Year Allocation Spreadsheet

City of Wichita

2014-2018 Consolidated Plan Preliminary Draft

At a Glance

Wichita is recognized as an “entitlement” city by the U.S. Department of Housing and Urban Development (HUD). This is based on a Federal formula which considers total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. In order to receive Federal funds under the Community Development program, entitlement cities must complete and submit a Consolidated Plan for HUD approval. Following approval cities submit one year action plans for each year of the Consolidated Plan.

The Consolidated Plan is part of a larger grants management and planning process that can be divided into six phases: (1) determining needs; (2) setting priorities; (3) determining resources; (4) setting goals; (5) administering the programs; and (6) evaluating the performance. Citizens are at the center of the entire process which is reflected in the following illustration:



The Consolidated Plan for 2014-2018 addresses steps one through five. Step six, Evaluating Performance, will occur at the end of the first program year under this new plan. Following is an overview of the 2014-2018 Consolidated Plan for the City of Wichita.

Determining Needs

Because of the City’s commitment to public participation, the Housing & Community Services Department has developed a Citizen Participation Plan (CPP) which uses various media formats to engage the public in identifying needs and priorities. Formats include traditional paper surveys, public hearings, and most recently electronic balloting. From October, 2013 through January, 2014, a priority needs survey was made available through an electronic survey site and via hard copy. Presentations were made to District Advisory Boards which represent a wide array of interests (including neighborhood groups and associations) in each City Council district. Attendees were given a paper

survey and also directed to the electronic survey site. Approximately 100 persons were in attendance at these presentations.

Following these presentations, survey instruments were sent to human service agencies and various community stakeholders. Copies of the survey were also made available at the three Neighborhood City Halls. Neighborhood organizations were contacted through the Wichita Independent Neighborhoods umbrella organization and a local ministerial league was also asked to distribute information to their congregations. Viewers of the City's public information television channel were also encouraged through regularly running ads, to go to the electronic survey site or the City's website to download a paper copy of the survey.

In total, over 400 surveys were returned in time for inclusion in the first draft of the Consolidated Plan. All were tabulated for program prioritization purposes. Following is a summary of the citizen feedback:

- A. Do you believe Wichita is a good place to live for everyone? **73% said yes.**
- B. Are there groups for whom Wichita is not a good place to live? **Ex-offenders and the homeless were the top two groups.**
- C. Which of the following provides the best way to help escape poverty? **The top two responses were jobs and reliable transportation.**
- D. What is your definition of affordable housing? **90% said housing that costs less than 30% of income.**
- E. Is there a need for affordable housing in Wichita? **91% said yes.**
- F. What are the top three groups most in need of affordable housing? **The working poor, homeless families, and single parent families were most often listed, in that order.**
- G. What are the top three conditions that lead to residential neighborhood stability? **The most frequent responses were: close proximity of grocery stores, restaurants and other services; well-kept properties; and where a majority of residents are homeowners.**
- H. Which is the best way to prevent people from becoming homeless? **94% said jobs which pay more than minimum wage.**
- I. For the homeless, what is the best temporary solution for them? **90% said provide jobs and/or job training in the shelters. Counseling and referral and street outreach services were the next two most often mentioned.**
- J. For the homeless, what is the best permanent solution for them? **The top two responses were create job programs for the homeless and provide jobs that pay more than minimum wage.**

Another important component of the citizen participation plan is the use of existing documents representing survey and planning activities being carried out in the community. Specifically the City utilized information from the United Way of the Plains Community Needs Assessment released in 2013, the 2012 National Citizen Survey for Wichita, the 2013 Wichita State University Community Investments Community Survey, and the City/County development of a comprehensive plan through the year 2035.

The Consolidated Plan format also required the City to identify needs for special populations such as the homeless. The annual Point in Time count was a primary source of information for this population, as well as work with the Continuum of Care. Other special needs populations include the elderly, frail elderly, persons with severe mental illness, those with physical and developmental disabilities, and persons addicted to alcohol and/or drugs. In addition to the need for affordable housing these groups also benefit from a variety of support services to help them remain independent and with a high quality of life.

Another factor in determining needs was the required Housing Market Analysis which reviewed housing costs and conditions in general, as well as the availability of subsidized housing through the Wichita Housing Authority. In general that analysis indicated a gap between the cost of available housing and the ability of low income persons to pay for it. One very telling statistic comes from 2006-2010 CHAS (Comprehensive Housing Affordability Strategy) data from HUD, which reports 3,255 rental units available in Wichita for families earning 30% or less than the area median income, and over 19,000 households at that income level. This data is reinforced by the fact that both the Public Housing and Section 8 Housing Choice Voucher programs maintain waiting lists for available units or vouchers.

While all of this information is used to establish five year priorities and goals, the balance of this overview will focus on priorities and goals for the 2014 program year.

2014-2015 One Year Action Plan

Setting Priorities and Determining Resources

Major themes from the needs assessments are affordable housing, jobs which pay wages sufficient to meet basic needs, and investment in public facilities and infrastructure. These themes emerge for the population in general as well as for special populations such as the homeless. Economic development was mentioned in relation to establishment of strong neighborhoods as well. With this information staff established the following areas of priority for Consolidated Plan funding within the five year period of the plan. This list also includes possible funding sources, including those not governed by the Consolidated Plan.

Funding amounts in in these charts are based on staff projections of current level funding for each of the five years covered by the Consolidated Plan. Should HUD allocations be different, the following charts should be considered in the context of priority activities for funding and actual recommendations will be adjusted accordingly.

Safe Affordable Housing	2014 Con Plan Funding		Other Funding	Goals
Home Repair	CDBG	\$1,164,000		250 Households

	HOME	\$70,000		2 Rehabilitated Homes
New Housing Development* (single/multi-family)	HOME	\$600,000		11 Housing Units
Homebuyer Assistance	HOME	\$310,115		15 Homebuyers
Rental Housing Repair		TBD	Proceeds from loan repayments	TBD

Homelessness**	2014 Con Plan Funding		Other Funding	Goals
Housing First	CDBG	\$78,500	City and County General Funds @ \$191,368 each	Average of 64 persons housed
Homeless Assistance (Shelters)	ESG	\$112,483	Agencies provide required one-to-one match	2,000 persons
Rapid Re-Housing	ESG	\$30,000	Agencies provide required one-to-one match	50 persons
Homelessness Prevention	ESG	\$30,000	Agencies provide required one-to-one match	50 persons
Women's Services	CDBG	\$250,000		400 persons

Neighborhood Stabilization	2014 Con Plan Funding		Other Funding	Goals
Sidewalks	CDBG	\$75,000	General Fund	1 area
Dangerous building demolition	CDBG	\$90,000		9 structures
Boarded up house program	HOME	\$125,000		2 new houses
Infrastructure	CDBG	\$100,000	General Fund	To be identified following selection of project(s)

Non-Housing Community Development	2014 Con Plan Funding		Other Funding	Goals
Economic Development		0	General Fund	NA
Office of Community Engagement	CDBG	\$385,000	General Fund	TBD
Training and Employment	CDBG	\$225,000	CSBG	To be identified following selection of program provider(s)
Youth Enrichment and Crime Prevention	CDBG	\$125,000		To be identified following selection of program provider(s)

*The total figure for housing development includes Housing Development Loan funds (\$250,000), CHDO Set-Aside which is required by regulation (\$300,000), and CHDO operating costs associated with housing development (\$50,000).

**The Homelessness chart does not include \$928 which for the costs of the mandatory reporting system, Homeless Management Information System (HMIS).

Setting Goals

Goals listed for each of the priority programs were established using the five characteristics of effective goals: Specific, Measurable, Action-Oriented, Realistic, and Time-Bound. They are also determined in large part by funding available and leveraging opportunities.

Administering the Programs

It is the expectation of the U.S. Department of Housing and Urban Development that sufficient resources be devoted to professional administration of all funded programs. Planning and Administration is an eligible funding category with a cap of 20% of the total CDBG allocation. The HOME program administration cap is 10% of the allocation; the ESG cap is 7.5%. The following chart reflects program administration costs that are included in the 2014 One Year Action Plan.

Program Administration

	CDBG	HOME	ESG
Cap Amount	\$483,609	\$123,885	\$16,944
Planned Expenditures	Personnel/Office Costs: \$369,485 4 FTEs (authorized)	Personnel/Office Costs: \$108,523 1.5 FTE	Personnel/Office Costs: \$9,373 0.5 FTE
	Indirect: \$84,124	Indirect: \$15,362	Indirect: \$5,648
	Fair Housing: \$5,000		
	Mandated: \$25,000 Environmental reviews of all funded projects 0.25 FTE		
Planned Totals	\$483,609	\$123,885	\$16,944

Final Thoughts

The theme of the Consolidated Plan will continue to be “Creating Communities of Choice”. The programs planned for the next five years are designed to fulfill this commitment by providing safe, affordable housing and strong, vibrant neighborhoods which all of the city’s residents can enjoy.

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, May 6, 2014																			
COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects/Demolition		2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION													
Public Works & Utilities		\$0	\$75,000 *	\$75,000 *	\$0														
Street or Sidewalk Repair																			
Metropolitan Area Building & Construction Department		\$150,000	\$100,000	\$90,000	\$0														
Demolition and Clearance of Dangerous and Unsafe Buildings																			
Total - Capital Projects		\$150,000	\$175,000	\$165,000	\$0	\$0													
*This amount from prior year unallocated funds																			
COMMUNITY DEVELOPMENT BLOCK GRANT Housing Activities		2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION													
Neighborhood Clean-ups		\$50,000	\$50,000	\$19,420	\$0														
Housing and Community Services																			
- Staff and Administration: Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead-based paint clearance inspections for all CDBG-funded Home Repair Program activities, as well as site inspections for HOME-funded and ESG-funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program. including the servicing functions related to over 5,000 loans in the existing loan portfolio.		\$425,908	* \$369,091	\$369,091	\$389,000														
Amount from Prior Year Unallocated		\$79,000	* \$0	\$0	\$0														
- Home Repair		\$664,467	\$546,222	\$758,984	\$753,000														
- Rental Housing Loan Program		\$0	\$0	\$0	\$0														
Total - Housing Projects		\$1,140,375	* \$965,313	\$1,147,495	\$1,142,000	\$0													
* This total includes \$79,000 unallocated funds																			
COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization		2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION													
Funds Available for Reallocation		\$321,000	* \$0	\$0	\$200,000 *	*													
Total - Neighborhood Initiatives		\$321,000	\$0	\$0	\$200,000	\$0													
*This amount from prior year unallocated funds																			

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, May 6, 2014																			
COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is \$1,163,310										2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION					
City Manager's Office Total Allocation										\$333,132	** \$331,757	\$428,626	\$385,000						
- Office of Community Engagement																			
Amount from Annual Allocation										\$305,000	\$331,757	\$428,626	\$0						
Amount from Prior Year Unallocated										\$28,132	\$0	\$0	\$0						
Neighborhood Services Supervisor										\$28,132	*	\$0	\$0						
Atwater										\$71,837		\$0	\$110,591						
Colvin										\$82,488		\$0	\$122,898						
Evergreen										\$78,071		\$0	\$83,531						
Stanley										\$72,604		\$0	\$111,606						
Housing and Community Services										\$50,000	\$118,593	\$78,593	\$68,500						
- Housing First Project Coordinator										\$50,000	\$68,593	\$78,593	\$68,500						
- Job Training										\$0	\$50,000	\$0	\$0						
Women's Services										\$275,000	\$275,000	\$275,000	\$250,000						
- Catholic Charities, Inc. - Harbor House										\$125,125	\$110,000	\$105,036	\$96,745						
- StepStone, Inc. Counseling and Support Groups										\$0	\$26,000	\$26,000	\$23,433						
- YWCA of Wichita - Women's Crisis Center/Safehouse										\$149,875	\$139,000	\$143,964	\$129,822						
Youth Crime Prevention and Enrichment										\$174,220	\$125,000	\$125,000	\$125,000						
- YMCA - Middle School After School										\$104,253	\$104,000	\$101,907	\$103,090						
- BBBS Leaders, Achievers, and Winners (LAW) Camp										\$0	\$0	\$0	\$0						
- Boys & Girls Clubs										\$25,000	\$0	\$0	\$0						
- Hope Street										\$0	\$0	\$0	\$0						
- Rainbows United										\$38,472	\$21,000	\$23,093	\$21,910						
- Urban League										\$0	\$0	\$0	\$0						
- Wichita Dream Center										\$6,495	\$0	\$0	\$0						
Training and Employment										\$199,364	** \$139,095	** \$188,177	\$250,000	**					
Amount from Annual Allocation										\$100,000	\$139,095	\$146,650	\$225,000						
Amount from Prior Year Unallocated										\$99,364	\$0	\$41,527	\$25,000	*					
- The Way to Work Youth Employment										\$0	\$0	\$146,650	\$225,000						
- YMCA - Job Prep										\$199,364	\$0	\$41,527	\$25,000	*					
Total - Public Services										\$1,031,716	** \$989,445	** \$1,095,396	\$1,078,500	**	\$0				
* Total amount from prior year unallocated funds																			
** This total includes unallocated funds																			
COMMUNITY DEVELOPMENT BLOCK GRANT Program Administration - CAP is 20% of annual allocation										2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION					
Housing and Community Services										\$439,020	\$414,993	\$464,511	\$458,609						
- CDBG Indirect Costs										\$118,660	\$54,993	\$59,511	\$84,124						
- CDBG Program Management Total Allocation										\$315,360	\$355,000	\$400,000	\$369,485						
- Fair Housing Initiatives										\$5,000	\$5,000	\$5,000	\$5,000						
Planning Department										\$25,000	\$25,000	\$25,000	\$25,000						
- Mandated Consolidated Plan Activities																			
Total - Planning and Admin.										\$464,020	\$439,993	\$489,511	\$483,609	\$0					
UNALLOCATED TOTAL										\$527,496	\$0	\$116,527	\$225,000						
ANNUAL ALLOCATION - CDBG										\$2,579,615	\$2,569,751	\$2,780,875	\$2,679,109						
GRAND TOTAL - CDBG										\$3,107,111	\$2,569,751	\$2,897,402	\$2,904,109						

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, May 6, 2014																			
HOME INVESTMENT PARTNERSHIPS PROGRAM																			
HOME Activities																			
		2011-12 COUNCIL ALLOCATION		2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 PRELIMINARY RECOMMENDATION		2014-15 COUNCIL ALLOCATION									
HOME Investment Partnerships Administration		\$148,563		\$107,518		\$104,740		\$108,523											
HOME Indirect Costs		\$11,959		\$15,010		\$18,050		\$15,362											
HOME Operating Funds for CHDO's		\$50,000		\$50,000		\$50,000		\$50,000											
Operating Funds-Power CDC																			
Operating Funds-MHRS																			
HOMEownership 80 Program		\$647,001		\$429,286		\$383,014		\$319,972											
Boarded-up House Program		\$200,000		\$100,000		\$100,000		\$125,000											
Housing Development Loan Program		\$247,706		\$235,000		\$147,637		\$250,000											
Deferred Loan Program		\$0		\$0		\$157,506		\$70,000											
Total HOME Projects		\$1,305,229		\$936,814		\$960,947		\$938,857		\$0									
HOME INVESTMENT PARTNERSHIPS PROGRAM																			
CHDO Set Aside Projects																			
		2011-12 COUNCIL ALLOCATION		2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 PRELIMINARY RECOMMENDATION		2014-15 COUNCIL ALLOCATION									
CHDO Set Aside - Total Allocation		\$339,049	*	\$288,461		\$266,959		\$300,000											
Amount from Annual Allocation		\$300,000		\$288,461		\$266,959		\$0											
Amount from Prior Year Unallocated		\$39,049		\$0		\$0		\$0											
Mennonite Housing Rehab Services (MHRS)		\$176,144		\$149,270		\$175,000		\$186,900											
- Single Family Home Development																			
Power CDC		\$162,905		\$130,730		\$91,959		\$0											
- Single Family Home Development																			
Universal Design		\$0		\$8,461		\$0		\$0											
Unallocated CHDO Set Aside Funding		\$0		\$0		\$0		\$113,100											
Total CHDO Set Aside Projects		\$339,049	*	\$288,461		\$266,959		\$300,000		\$0									
Subtotal - HOME & CHDO Set Aside Projects																			
<i>*This amount includes \$39,049.22 re-allocated from prior year unspent CHDO funds</i>																			
UNALLOCATED TOTAL		\$39,049	*	\$0		\$0		\$0		\$0									
ANNUAL ALLOCATION - HOME		\$1,605,229		\$1,225,275		\$1,227,906		\$0		\$0									
GRAND TOTAL - HOME		\$1,644,278		\$1,225,275		\$1,227,906		\$1,238,857		\$0									

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, May 6, 2014																				
EMERGENCY SHELTER GRANT		2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION														
			Replaced with Emergency Solutions Grant. See table below.																	
Emergency Shelter Grant - Final Allocation		\$124,982	\$0	\$0	\$0	\$0														
Essential Services - Maximum Allocation (30%)		\$32,286	\$0	\$0	\$0	\$0														
- Catholic Charities - Anthony Family Shelter		\$6,277	\$0	\$0	\$0	\$0														
- Inter-Faith Ministries - Inter-Faith Inn		\$869	\$0	\$0	\$0	\$0														
- Inter-Faith Ministries - Safe Haven		\$0	\$0	\$0	\$0	\$0														
- Salvation Army - Emergency Lodge		\$0	\$0	\$0	\$0	\$0														
- United Methodist Open Door		\$25,140	\$0	\$0	\$0	\$0														
Maintenance and Operations		\$66,591	\$0	\$0	\$0	\$0														
- Catholic Charities - Anthony Family Shelter		\$18,457	\$0	\$0	\$0	\$0														
- Catholic Charities - Harbor House		\$8,870	\$0	\$0	\$0	\$0														
- Inter-Faith Ministries - Inter-Faith Inn		\$19,451	\$0	\$0	\$0	\$0														
- Inter-Faith Ministries - Safe Haven		\$0	\$0	\$0	\$0	\$0														
- Salvation Army - Emergency Lodge		\$16,246	\$0	\$0	\$0	\$0														
- YWCA - Women's Crisis Center		\$3,567	\$0	\$0	\$0	\$0														
Homeless Prevention - Maximum Allocation (30%)		\$20,000	\$0	\$0	\$0	\$0														
- Center of Hope - Rent Assistance		\$20,000	\$0	\$0	\$0	\$0														
Administration - Maximum Allocation (5%)		\$6,105	\$0	\$0	\$0	\$0														
- Housing & Community Services Department - ESG Administration		\$4,730	\$0	\$0	\$0	\$0														
- City Indirect Cost		\$1,375	\$0	\$0	\$0	\$0														
TOTAL EMERGENCY SHELTER GRANT		\$124,982 *	\$0	\$0	\$0	\$0														
*Includes \$29 unspent prior year funds																				
EMERGENCY SOLUTIONS GRANT		2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION														
Emergency Solutions Grant - Final Allocation		\$70,331	\$223,388	\$187,471	\$225,915	\$0														
Homeless Assistance Maximum Allocation (60%)		\$20,126	\$133,159	\$112,483	\$135,549	\$0														
Emergency Shelter				\$112,100	\$135,166	\$0														
Catholic Charities - Harbor House		\$15,125	\$15,000	\$12,600	\$17,891	\$0														
Catholic Charities - St. Anthony Family Shelter		\$0	\$25,000	\$21,000	\$21,000	\$0														
Inter-Faith Ministries - Inter-Faith Inn		\$0	\$21,500	\$18,100	\$18,100	\$0														
Inter-Faith Ministries -Warming Souls Winter Shelter					\$6,724															
The Salvation Army - Homeless Services		\$0	\$25,000	\$21,000	\$21,000	\$0														
United Methodist Open Door - Homeless Resource Center		\$0	\$35,000	\$29,400	\$29,400	\$0														
YWCA Women's Crisis Center		\$5,001	\$11,659	\$10,000	\$21,051	\$0														
						\$0														
Homeless Prevention & Rapid Re-Housing		\$41,029	\$45,278	\$85,625	\$72,494	\$0														
Homelessness Prevention		\$24,629	\$3,838	\$15,232		\$0														
Center of Hope - Rent Assistance		\$24,629	\$3,838	\$15,232	\$18,124	\$0														
Rapid Re-Housing		\$16,400	\$41,440	\$70,393	*	\$0														
City of Wichita - Housing and Community Services		\$16,400	\$41,440	\$70,393	*	\$54,370														
Homeless Management Information System (HMIS)		\$635	\$3,500	\$383	\$1,311	\$0														
United Way of the Plains		\$635	\$3,500	\$383	\$1,311	\$0														
Administration - Maximum Allocation (7.5% of total Award)		\$8,541	\$16,754	\$14,060	\$16,944	\$0														
- Housing & Community Services Department - ESG Administration		\$5,026	\$11,169	\$9,373	\$11,296	\$0														
- City Indirect Cost		\$3,515	\$5,585	\$4,687	\$5,648	\$0														
TOTAL EMERGENCY SOLUTIONS GRANT		\$70,331	\$198,691	\$212,168	*	\$225,915	\$0													
*Includes \$24,697 from prior year unexpended (Prevention) funds																				
ANNUAL ALLOCATION - ESG		\$195,313	\$198,691	\$187,471	\$225,915	\$0														
PRIOR YEAR UNEXPENDED FUNDS - ESG		\$0	\$0	\$24,697	\$0	\$0														
GRAND TOTAL		\$195,313	\$198,691	\$212,168	\$225,915	\$0														

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 8-20-13										
ESG PROJECTS										
	EMERGENCY SHELTER GRANT		2010-2011 COUNCIL ALLOCATION		2011-2012 COUNCIL ALLOCATION		2012-13 RECOMMENDATION*		2013-14 COUNCIL APPROVAL 5-14-13	
	Emergency Shelter Grant - Final Allocation		\$125,133	*	\$124,982		\$0		\$0	\$0
RFP	Essential Services - Maximum Allocation (30%)		\$37,540		\$32,286		\$0		\$0	\$0
	- Catholic Charities - Anthony Family Shelter		\$6,238		\$6,277		\$0		\$0	\$0
	- Inter-Faith Ministries - Inter-Faith Inn		\$0		\$869		\$0		\$0	\$0
	- Inter-Faith Ministries - Safe Haven		\$1,046		\$0		\$0		\$0	\$0
	- Salvation Army - Emergency Lodge		\$0		\$0		\$0		\$0	\$0
	- United Methodist Open Door		\$30,256		\$25,140		\$0		\$0	\$0
RFP	Maintenance and Operations		\$81,463		\$66,591		\$0		\$0	\$0
	- Catholic Charities - Anthony Family Shelter		\$23,530		\$18,457		\$0		\$0	\$0
	- Catholic Charities - Harbor House		\$10,678		\$8,870		\$0		\$0	\$0
	- Inter-Faith Ministries - Inter-Faith Inn		\$23,410		\$19,451		\$0		\$0	\$0
	- Inter-Faith Ministries - Safe Haven		\$0		\$0		\$0		\$0	\$0
	- Salvation Army - Emergency Lodge		\$19,552		\$16,246		\$0		\$0	\$0
	- YWCA - Women's Crisis Center		\$4,293		\$3,567		\$0		\$0	\$0
RFP	Homeless Prevention - Maximum Allocation (30%)		\$0		\$20,000		\$0		\$0	\$0
	- Center of Hope - Rent Assistance		\$0		\$20,000		\$0		\$0	\$0
	Administration - Maximum Allocation (5%)		\$6,130		\$6,105		\$0		\$0	\$0
	- Housing & Community Services Department - ESG Administration		\$6,130		\$4,730		\$0		\$0	\$0
	- City Indirect Cost		\$0		\$1,375		\$0		\$0	\$0
	TOTAL EMERGENCY SHELTER GRANT		\$125,133	*	\$124,982		\$0		\$0	\$0
	*Includes \$29 unspent prior year funds									
PO #	EMERGENCY SOLUTIONS GRANT		2010-2011 COUNCIL ALLOCATION		2011-2012 COUNCIL ALLOCATION		2012-2013 COUNCIL ALLOCATION		2013-14 REVISED RECOMMENDATION	
	Emergency Solutions Grant - Final Allocation		\$0		\$70,331		\$223,388		\$187,471	\$187,471
	Homeless Assistance Maximum Allocation (60%)		\$0		\$20,126		\$133,159		\$112,483	\$112,483
RFP	Emergency Shelter								TBD	\$112,100
PO340709	Catholic Charities - Harbor House		\$0		\$15,125		\$15,000		\$0	\$12,600
PO340710	Catholic Charities - St. Anthony Family Shelter		\$0		\$0		\$25,000		\$0	\$21,000
PO340711	Inter-Faith Ministries - Inter-Faith Inn		\$0		\$0		\$21,500		\$0	\$18,100
	The Salvation Army - Homeless Services		\$0		\$0		\$25,000		\$0	\$21,000
PO340713	United Methodist Open Door - Homeless Resource Center		\$0		\$0		\$35,000		\$0	\$29,400
PO340712	YWCA Women's Crisis Center		\$0		\$5,001		\$11,659		\$0	\$10,000
	Homeless Prevention & Rapid Re-Housing				\$41,029		\$69,975		\$60,928	\$60,928
	Homelessness Prevention		\$0		\$24,629		\$43,535		TBD	TBD
PO340728	Center of Hope - Rent Assistance		\$0		\$24,629		\$43,535			
	Rapid Re-Housing		\$0		\$16,400		\$26,440		TBD	TBD
	City of Wichita - Housing and Community Services		\$0		\$16,400		\$26,440			
	Homeless Management Information System (HMIS)		\$0		\$635		\$3,500		TBD	\$383
	United Way of the Plains		\$0		\$635		\$3,500			\$383
	Administration - Maximum Allocation (7.5% of total Award)		\$0		\$8,541		\$16,754		\$14,060	\$14,060
	- Housing & Community Services Department - ESG Administration				\$5,026		\$11,169		\$9,373	\$9,373
	- City Indirect Cost				\$3,515		\$5,585		\$4,687	\$4,687
	TOTAL EMERGENCY SOLUTIONS GRANT		\$0		\$70,331		\$223,388		\$187,471	\$187,471
	GRAND TOTAL		\$125,133		\$195,313		\$223,388		\$187,471	\$187,471

**City of Wichita
City Council Meeting
May 6, 2014**

TO: Mayor and City Council

SUBJECT : Public Hearing on Proposed Assessments for fifteen (15) Paving Projects, fifteen (15) Water Projects, fifteen (15) Sewer Projects, and eleven (11) Storm Sewer Projects in the September, 2014 Bond Sale Series 814 (Districts; I, II, IV, V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the proposed assessments and place ordinances on first reading.

Background: The City Council was notified on February 25, 2014 that the proposed assessment rolls were on file for public inspection in the Department of Finance.

Analysis: Notice of hearing letters were published February 28, 2014 for fifteen (15) paving projects; fifteen (15) water line projects, fifteen (15) sewer projects and eleven (11) storm water drain projects in the Wichita Eagle for new additions; being not less than ten days prior to the date of hearing . All affected property owners have been notified in writing. Department of Finance and Public Works staff held an informal hearing on March 17, 2014 for the water, sanitary sewer, storm sewer and paving projects.

Financial Considerations: Statements of Special Assessment will be mailed to the property owners on May 16, 2014. The property owners have 30 days from the date of statement to pay their assessment and avoid paying interest. The assessments not paid during this period will be in the September 2014 Bond Sale. The interest added to the principal amount will be determined by the rate at which the bonds sell. The principal and interest will then be spread and placed on the 2015 tax roll.

Legal Considerations: The Law Department has reviewed and approved the ordinances as to form.

Recommendation/Action: It is recommended that the City Council close the Public Hearing, approve the proposed assessments and place the ordinances on first reading.

Attachment: Special Assessments projects list and ordinances.

HEARING ON PROPOSED ASSESSMENTS FOR CONSTRUCTION OF PAVING, WATER, SEWER, AND STORM SEWER PROJECTS:

On February 25, 2014 the Council was notified that the Proposed Assessment Rolls for construction of the following paving, water, sewer, storm sewer projects had been prepared and were on file in the office of Debt Management in the Finance Department for public inspection:

PAVING PROJECTS 814:

- a. (490-205/472-84343) CONSTRUCTING PAVEMENT ON YOSEMITE, WESTGATE, GREENFIELD, GREENFIELD CIRCLE INCLUDING CUL-DE-SAC & SIDEWALK (South of Pawnee, West of Maize), as authorized by Resolution No. 13-034, adopted February 12, 2013, published February 15, 2013, rescinding Res. 07-431, adopted April 24, 2012, rescinding Res. 07-291, adopted May 08, 2007, rescinding Res. 07-267, adopted May 01, 2007, rescinding Res. 05-652, adopted December 13, 2005, rescinding Res. 05-147, adopted March 22, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$127,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV.
- b. (490-294/472-84522) IMPROVING BURNING TREE COURT & ROCKHILL TO & INCLUDING CUL-DE-SAC (South of 21st, West of 143rd Street East), as authorized by Resolution No. 12-157, adopted June 19, 2012, published June 22, 2012, rescinding Res. 12-084, adopted April 24, 2012, rescinding Res. 07-127, adopted February 13, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$202,800.00 is to be apportioned 100% payable by improvement district. The cost has been assessed on a fractional basis. District II.
- c. (490-299/472-84654) IMPROVING 127TH Street EAST (South of 29th Street North, West of 127th Street East), as authorized by Resolution No. 08-068, adopted February 5, 2008, and published February 9, 2008. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$213,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- d. (490-304/472-84867) CONSTRUCTING PAVEMENT ON SHORELINE (North of 21st, West of West Street), as authorized by Resolution No. 12-233, adopted October 16, 2012, published October 19, 2012, rescinding Res. 09-297, adopted September 15, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$100,500.00 is to be apportioned 100% payable by improvement district. The cost has been assessed on a fractional basis. District V.
- e. (490-282/472-84592) IMPROVING GRAYSTONE, SUNDANCE, RIDGEHURST, TERHUNE & SIDEWALK (North of 13th, West of 159th St. East), as authorized by Resolution No. 11-115, adopted May 10, 2011, published May 13, 2011, rescinding Res. 11-043, adopted March 22, 2011, rescinding Res. 07-489, adopted August 28, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$444,800.00 is to be apportioned 100% payable by improvement district. The cost has been assessed on a fractional basis. District II.
- f. (490-273/472-84905) CONSTRUCTING PAVEMENT ON THE N-S ALLEY BETWEEN CLEVELAND & INDIANA (South Line of 2nd Street North to the North Line of 1st Street

North), as authorized by Resolution No. 10-180, adopted July 13, 2010, and published July 16, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$86,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District I.

- g. (490-285/472-85001) CONSTRUCTING PAVEMENT ON WESTON STREET & HAVENHURST (North of 37th Street North, West of Maize), as authorized by Resolution No. 11-132, adopted June 7, 2011, and published June 10, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$240,200.00 is to be apportioned 100% payable by improvement district. The cost has been assessed on a square foot basis. District V.
- h. (490-295/472-85016) CONSTRUCTING A NEW MEDIAN & DRIVE APPROACH MODIFICATION TO PROVIDE FOR INGRESS & EGRESS TO & FROM THE SITE, TO & FROM NORTHBOUND & SOUTHBOUND TOWNE EAST MALL DRIVE (North of Kellogg, West of Rock), as authorized by Resolution No. 12-118, adopted May 22, 2012, published May 25, 2012, rescinding Res. 11-254, adopted October 25, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$65,100.00 is to be apportioned 100% payable by improvement district. The cost has been assessed on a square foot basis. District II.
- i. (490-298/472-85046) CONSTRUCTING PAVEMENT ON WOODRIDGE, WOODRIDGE COURT, 27TH COURT NORTH, TO AND INCLUDING THE CUL-DE-SAC & SIDEWALK (South of 29th Street North, West of 127th Street East), as authorized by Resolution No. 14-047, adopted February 4, 2014, published February 7, 2014, rescinding Res. 12-105, adopted May 8, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$391,500.00 is to be apportioned 100% payable by improvement district. The cost has been assessed on a fractional basis. District II.
- j. (490-302/472-85056) CONSTRUCTING PAVEMENT ON WOODDALE STREET (South of 21st, West of 143rd), as authorized by Resolution No. 12-158, adopted June 19, 2012, and published June 22, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$142,600.00 is to be apportioned 100% payable by improvement district. The cost has been assessed on a fractional basis. District II.
- k. (490-303/472-85061) REMOVE AN ENTRANCE ON 21ST STREET SERVING REMINGTON PLACE ADDITION AND CONSTRUCTING A NEW ENTRANCE SERVING SAID DEVELOPMENT (South of 21st, East of Webb), as authorized by Resolution No. 12-164, adopted June 19, 2012, and published June 22, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$21,100.00 is to be apportioned 100% payable by improvement district. The cost has been assessed on a fractional basis. District II.
- l. (490-309/472-85072) CONSTRUCTING PAVEMENT ON SHORELINE (North of 21st, West of West Street), as authorized by Resolution No. 13-037, adopted February 12, 2013, and published February 15, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$94,100.00 is to be apportioned 100% payable by improvement district. The cost has been assessed on a fractional basis. District VI.

- m. (490-184/472-84571) IMPROVING VICTOR, RUTAN AND SECOND STREET (North of Douglas, East of Hillside), as authorized by Resolution No. 10-213, adopted August 3, 2010, published August 6, 2010; corrected & republished July 14, 2011, rescinding Res. 08-284, adopted June 3, 2008, rescinding Res. 08-145, adopted March 18, 2008, rescinding Res. 07-591, adopted October 23, 2007, rescinding Res. 07-409, adopted July 17, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved May 6, 2014 in the amount of \$844,179.68 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

PAVING PROJECTS 814B:

- n. (490-292/472-85039) LIGHTING, LANDSCAPING, IRRIGATION AND ASSOCIATED IMPROVEMENTS (North of 13th, West of Greenwich), as authorized by Resolution No. 12-027, adopted January 24, 2012, and published January 27, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$136,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- o. (490-293/472-85040) LIGHTING, LANDSCAPING, IRRIGATION AND ASSOCIATED IMPROVEMENTS (North of 13th, West of Greenwich), as authorized by Resolution No. 12-026, adopted January 24, 2012, and published January 27, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$76,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

WATER 814 PROJECTS:

- p. (470-145/448-90278) Construction of Water Distribution System, TO SERVE KRUG SOUTH ADDITION South of 21st, West of 143rd Street East, as authorized by Resolution No. 12-085, adopted April 24, 2012, published April 27, 2012, corrected and republished May 14, 2012, rescinding Res. 07-117, adopted February 13, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$53,400 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- q. (470-155/448-90453) Construction of Water Distribution System, TO SERVE EMERALD BAY ESTATES 2ND ADDITION North of 21st, West of West Street, as authorized by Resolution No. 13-038 adopted February 12, 2013, published February 15, 2013; rescinding Res. 12-234, adopted October 16, 2012, rescinding Res.09-294, adopted September 15, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$39,200 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.
- r. (470-152/448-90516) Construction of Water Distribution System, TO SERVE STONEY POINTE ADDITION East of Greenwich, South of 29th Street North, as authorized by Resolution No. 12-235, adopted October 16, 2012, published October 19, 2012; rescinding Res. 11-046, adopted April 5, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$51,800 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- s. (470-134/448-90517) Construction of Water Distribution System, TO SERVE GREENWICH BUSINESS CENTER ADDITION East of Greenwich, South of 29th Street North, as authorized

by Resolution No. 11-064, adopted April 5, 2011, and published April 8, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$67,600 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

- t. (470-153/448-90519) Construction of Water Distribution System, TO SERVE GREENWICH BUSINESS CENTER ADDITION East of Greenwich, South of 29th Street North, as authorized by Resolution No. 11-066, adopted April 5, 2011, and published April 8, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$84,800 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- u. (470-138/448-90527) Construction of Water Distribution System, TO SERVE REEDS COVE MEDICAL CAMPUS East of 127th East, South of 21st, as authorized by Resolution No. 11-145, adopted June 7, 2011, and published June 24, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$63,166 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- v. (470-142/448-90533) Construction of Water Distribution System, TO SERVE GREENWICH BUSINESS CENTER ADDITION East of Greenwich, South of 29th Street North, as authorized by Resolution No. 11-190, adopted August 9, 2011, and published August 12, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$34,300 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- w. (470-143/448-90535) Construction of Water Distribution System, TO SERVE EAST LYNNE ADDITION & UNPLATTED TRACT North of Harry, West of 127th st. East, as authorized by Resolution No. 11-236, adopted September 20, 2011, and published September 23, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$111,013 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- x. (470-154/448-90537) Construction of Water Distribution System, TO SERVE REMINGTON PLACE South of 21st, East of Webb, as authorized by Resolution No. 12-163, adopted June 19, 2012, published June 22, 2012; rescinding Res. 11-251, adopted October 25, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$60,700 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- y. (470-144/448-90543) Construction of Water Distribution System, TO SERVE UNPLATTED TRACTS South of Maple, East of Julia, as authorized by Resolution No. 12-042, adopted February 14, 2012, published February 17, 2012; rescinding 11-280, adopted December 13, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$28,400 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.
- z. (470-146/448-90549) Construction of Water Distribution System, TO SERVE PEARSON FARMS 3RD ADDITION South of 21st St. North, West of Maize, as authorized by Resolution No. 12-070, adopted March 27, 2012, and published March 30, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The

Statement of Cost approved January 7, 2014 in the amount of \$17,400 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

- aa. (470-147/448-90550) Construction of Water Distribution System, TO SERVE SIERRA HILLS 2ND ADDITION North of Pawnee, West of 143rd St East, as authorized by Resolution No. 12-067, adopted March 27, 2012, and published March 30, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$88,520 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- bb. (470-150/448-90552) Construction of Water Distribution System, TO SERVE GLENVIEW South of 21st St. North, West of Greenwich, as authorized by Resolution No. 12-081, adopted April 10, 2012, and published April 13, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$29,200 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- cc. (470-151/448-90554) Construction of Water Distribution System, TO SERVE WOODS NORTH 3RD ADD. South of 29th St. North, West of 127th St. East, as authorized by Resolution No. 12-102, adopted May 8, 2012, and published May 11, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$70,100 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- dd. (470-149/448-90561) Construction of Water Distribution System, TO SERVE KRUG SOUTH ADDITION South of 21st, West of 143rd, as authorized by Resolution No. 12-151, adopted June 19, 2012, and published June 22, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014 in the amount of \$49,000 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

SEWER 814 PROJECTS:

- ee. (480-027/ 468-84322) Construction of LATERAL 8, MAIN 14, FOUR MILE CREEK SEWER, To Serve Krug South Addition & Unplatted Commercial Tract 1, South of 21st, West of 143rd Street East, as authorized by Resolution No. 07-119, adopted February 13, 2007; published February 15, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$125,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- ff. (480-036/ 468-84638) Construction of LATERAL 3, MAIN 23, SOUTHWEST INTERCEPTOR SEWER, To Serve Emerald Bay Estates 2nd Addition, North of 21st, West of West Street, as authorized by Resolution No. 13-036, adopted February 12, 2013, published February 15, 2013, rescinding 09-295, adopted September 15, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$299,800.00 is to be apportioned 100 % payable by the improvement district. The cost has been assessed on a fractional basis. District V.
- gg. (480-030/ 468-84735) Construction of LATERAL 169, WAR INDUSTRIES SEWER, To Serve Stoney Pointe Addition, East of Greenwich, South of 29th St. North, as authorized by Resolution No. 11-047, adopted April 5, 2011; published April 8, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved

1/7/2014 in the amount of \$116,994.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

- hh. (480-014/ 468-84742) Construction of LATERAL 173, WAR INDUSTRIES SEWER, To Serve Greenwich Business Center Addition, East of Greenwich, South of 29th St. North, as authorized by Resolution No. 11-067, adopted April 5, 2011; published April 8, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$108,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District II.
- ii. (480-115/ 468-84743) Construction of LATERAL 174, WAR INDUSTRIES SEWER, To Serve Greenwich Business Center Addition, East of Greenwich, South of 29th St. North, as authorized by Resolution No. 11-068, adopted April 5, 2011; published April 8, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$84,259.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District II.
- jj. (480-018/ 468-84764) Construction of LATERAL 10, MAIN 14, FOUR MILE CREEK, To Serve Reed's Cove Medical Campus Addition, East of 127th East, South of 21st, as authorized by Resolution No. 11-146, adopted June 14, 2011; published June 17, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$25,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- kk. (480-032/ 468-84786) Construction of LATERAL 59, MAIN 24, WAR INDUSTRIES SEWER, To Serve Remington Place, South of 21st, East of Webb, as authorized by Resolution No. 12-224, adopted October 2-2012, published October 5, 2012; rescinding Res. 12-217, adopted September 25, 2012; rescinding 12-162, adopted June 19, 2012, rescinding 11-152, adopted October 25, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$101,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- ll. (480-022/ 468-84813) Construction of LATERAL 538, SOUTHWEST INTERCEPTOR SEWER, To Serve Pearson Farms 3rd Addition, South of 21st St. North, West of Maize, as authorized by Resolution No. 12-071, adopted March 27, 2012; published March 30, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$17,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.
- mm. (480-023/ 468-84814) Construction of LATERAL 4, MAIN 21, FOUR MILE CREEK SEWER, To Serve Sierra Hills 2nd Addition, North of Pawnee, West of 143rd St. East, as authorized by Resolution No. 12-068, adopted March 27, 2012; published March 30, 2012, corrected and republished April 9, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$190,088.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- nn. (480-028/ 468-84818) Construction of LATERAL 13, MAIN 16, FOUR MILE CREEK, To Serve Glenview Addition, South of 21st St. North, West of Greenwich, as authorized by Resolution No. 12-080, adopted April 10, 2012; published April 13, 2012. Petition for this

improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$66,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

- oo. (480-029/ 468-84821) Construction of LATERAL 429, FOUR MILE CREEK, To Serve Woods North 3rd Addition, South of 29th St. N; West of 127th St. East, as authorized by Resolution No. 12-099, adopted May 8, 2012; published May 11, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$127,545.00 is to be apportioned 91.54% payable by the improvement district; 8.46% by the City of Wichita Water & Sewer Utility Improvement Funds- Chngd to \$\$ amounts. The cost has been assessed on a fractional basis. District II.
- pp. (480034/ 468-84847) Construction of LATERAL 11, MAIN 14, FOUR MILE CREEK SEWER, To Serve Krug South Second Addition, South of 21st St. North, West of 143rd St. East, as authorized by Resolution No. 12-263, adopted December 18, 2012, published January 8, 2013 rescinding 12-236, adopted October 16, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$14,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- qq. (480-035/ 468-84865) Construction of LATERAL 12, MAIN 14, FOUR MILE CREEK, To Serve Lakeside Acres First Addition, South of 21st St. N; West of 127th St. East, as authorized by Resolution No. 13-072, adopted April 23, 2013, published April 26, 2013, rescinding Res. 13-039, adopted February 26, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$42,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- rr. (480-024/ 468-84820) Construction of LATERAL 155, MAIN 4, SANITARY SEWER #23, To Serve Jones Park Addition, North of 29th St. North, West Broadway, as authorized by Resolution No. 13-033, adopted February 5, 2013, published February 8, 2013; rescinding 12-095, adopted May 1, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$13,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District VI.
- ss. (480-031/ 468-84840) Construction of LATERAL 171, SANITARY SEWER #22, To Serve Unplatted Tracts, East of Amidon, North of 29th St. North, as authorized by Resolution No. 12-170, adopted July 3, 2012; published July 7, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 1/7/2014 in the amount of \$29,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District VI.

STORM SEWER 814 PROJECTS:

- tt. (485-396/468-84326) Construction of SWS No. 629 TO SERVE KRUG SOUTH ADDITION, South of 21st, West of 143rd Street East, as authorized by Resolution No. 07-123, adopted February 13, 2007, and published February 15, 2007, corrected and republished February 27, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014, in the amount of \$68,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

- uu. (485-390/468-84762) Construction of SWD No. 383 TO SERVE HAMPTON SQUARE, PRAIRIE POINTE ADDITIONS, North of 37th Street North, West of Maize, as authorized by Resolution No. 12-047, adopted February 28, 2012, published March 2, 2012, rescinding Res. No. 11-120, adopted May 17, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014, in the amount of \$108,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.
- vv. (485-391/468-84773) Construction of SWS No. 662 TO SERVE HAMPTON SQUARE SECOND ADDITION, North of 27th Street North West of Maize, as authorized by Resolution No. 11-131, adopted June 7, 2011, and published June 10, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014, in the amount of \$412,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District V.
- ww. (485-401/468-84775) Construction of SWD No. 379 TO SERVE KISER WEST SECOND ADDITION, South of 13th, West of Greenwich, as authorized by Resolution No. 11-156, adopted June 28, 2011, and published July 1, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014, in the amount of \$148,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District II.
- xx. (485-403/468-84787) Construction of SWD No. 381 TO SERVE REMINGTON PLACE, South of 21st, East of Webb, as authorized by Resolution No. 11-253, adopted October 25, 2011, and published October 28, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved February 11, 2014, in the amount of \$546,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- yy. (485-397/468-84815) Construction of SWD No. 384 TO SERVE SIERRA HILLS SECOND ADDITION, North of Pawnee, West of 143rd Street East, as authorized by Resolution No. 12-069, adopted March 27, 2012, and published March 30, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014, in the amount of \$475,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- zz. (485-400/468-84819) Construction of SWS No. 663 TO SERVE GLENVIEW ADDITION, South of 21st Street North, West of Greenwich, as authorized by Resolution No. 12-079, adopted April 10, 2012, and published April 13, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014, in the amount of \$44,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- aaa.(485-399/468-84833) Construction of SWS No. 667 TO SERVE KRUG SOUTH ADDITION, South of 21st, West of 143rd Street East, as authorized by Resolution No. 12-148, adopted June 19, 2012, and published June 22, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014, in the amount of \$151,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- bbb. (485-402/468-84328) Construction of SWD No. 321 TO SERVE UPLATTED COMMERCIAL TRACT 1, South of 21st Street North, West of 143rd Street East, as authorized by Resolution No. 07-125, adopted February 13, 2007, and published February 15, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The

Statement of Cost approved January 7, 2014, in the amount of \$158,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

ccc.(485-380/468-84636) Construction of SWD. No. 361 TO SERVE BIG SLOUGH SOUTH, South of 47th Street South, West of I-135 Freeway, as authorized by Resolution No. 11-217, adopted September 13, 2011, and published September 16, 2011, rescinding Res. No. 11-141, adopted 6-14-11, rescinding Res. No. 09-304, adopted 9-15-09. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014, in the amount of \$2,259,600.00 is to be apportioned 36% payable by improvement district; 64% by the City of Wichita. The cost has been assessed on a fractional basis. District III.

ddd. (485-404/468-84845) Construction of SWD No. 382 TO SERVE EMERALD BAY ESTATES 2ND ADDITION, North of 21st St North, West of West Street, as authorized by Resolution No. 12-232, adopted October 16, 2012, and published October 19, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved January 7, 2014, in the amount of \$160,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

**City of Wichita
City Council Meeting
May 6, 2014**

TO: Mayor and City Council Members

SUBJECT: Order In of Sanitary Sewer Improvements for the 3700 and 3800 Blocks of South Broadway (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the project and adopt the resolution.

Background: Ten properties in the 3700-3800 blocks of South Broadway are currently unserved by City sewer. The existing septic systems in this area, generally located between MacArthur and 31st Street South, have one confirmed failure to date. All of the systems in this area are approximately the same age, thus failure of others is likely. Area soil and groundwater conditions make this a potential health hazard.

City sewer on the east side of Broadway was constructed in 2003 and is within 150 feet of the affected properties. Staff proposes a project that will extend public sewer from the existing system on the east side of Broadway to the ten properties on the west side. On March 18, 2014, all affected property owners were invited to an informal meeting to discuss the proposed improvements. On April 2, 2014, the District III Advisory Board sponsored a neighborhood hearing on the project. The Board voted five to one in favor of the project. On April 15, 2014, the City Council adopted a resolution ordering a public hearing on May 6, 2014, to provide the public an opportunity to ask questions about the project. Notice of the public hearing was published in the Wichita Eagle on April 18 and April 25, 2014.

Analysis: Kansas Statute Annotated 12-6a04(a) provides authority for the City Council to order in the project by resolution without a petition. The improvement district meets the criteria set forth by City Code 16.12.010, which requires connection to sewer if the property is within 150 feet and does not allow repair of existing septic systems. Staff recommends the City Council order in construction of the sanitary system on the basis of a public health emergency.

Financial Considerations: The estimated project cost is \$210,000, with the total being assessed to the improvement district. Assessment is on a fractional basis at the estimated rate of \$21,000 per individual property.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, resolution and citizen's comments.

First Published in the Wichita Eagle on May 9, 2013

RESOLUTION NO. 14-113

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 100, MAIN 01, SOUTHWEST INTERCEPTOR SEWER (WEST OF BROADWAY, NORTH OF MACARTHUR) 468-84947** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

WHEREAS, pursuant to a Resolution adopted April 15, 2014, a Notice of Hearing was published April 18, 2014 and April 25, 2014, noticing a May 6, 2014 hearing on the advisability of certain internal sanitary sewer improvements; and said April 15, 2014 Resolution set forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; and (e) the proposed apportionment of the cost between the improvement district and the City at large, all pursuant to K.S.A. 12-6a04, *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City has conducted the noticed hearing in accordance with the provisions of the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 100, MAIN 01, SOUTHWEST INTERCEPTOR SEWER (WEST OF BROADWAY, NORTH OF MACARTHUR) 468-84947** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE, TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 100, Main 01, Southwest Interceptor Sewer (west of Broadway, north of MacArthur) 468-84947**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Ten Thousand Dollars (\$210,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 11, 2013**, exclusive of the costs of temporary financing.

SECTION 3. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SCOTT & WEIR ADDITION

Tract 1: BEG 183.51 FT N SE COR LOT 1 NWLY 94.02 FT TO RR ROW NELY 425.87 FT S 421.92 FT TO BEG BLOCK 1

Tract 2: THAT PART LOT 1 BEG 82.82 FT N SE COR TH N 100.69 FT NW 94.02 FT TO W LI TH SW 101.5 FT ELY 63.35 FT S 5 FT ELY 52.79 FT TO BEG BLOCK 1

Tract 3: THAT PART LOT 1 BEG SE COR N 82.82 FT WLY 52.79 FT N 5 FT WLY 63.35 FT TO W LI SW 91.57 FT TOSW COR E 136.3 FT TO BEG BLOCK 1

Tract 4: LOT 2, BLOCK 1

Tract 5: LOT 3, BLOCK 1

Tract 6: LOT 4, BLOCK 1

Tract 7: LOT 5, BLOCK 1

Tract 8: LOT 6, BLOCK 1

Tract 9: LOT 7, BLOCK 1

PILLSBURY ADDITION

Tract 10: LOT 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis with each tract listed above paying 1/10th of the total cost assessed to the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of May, 2014.

CARL BREWER, MAYOR

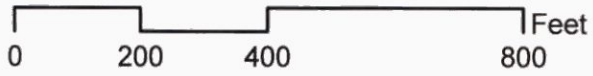
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

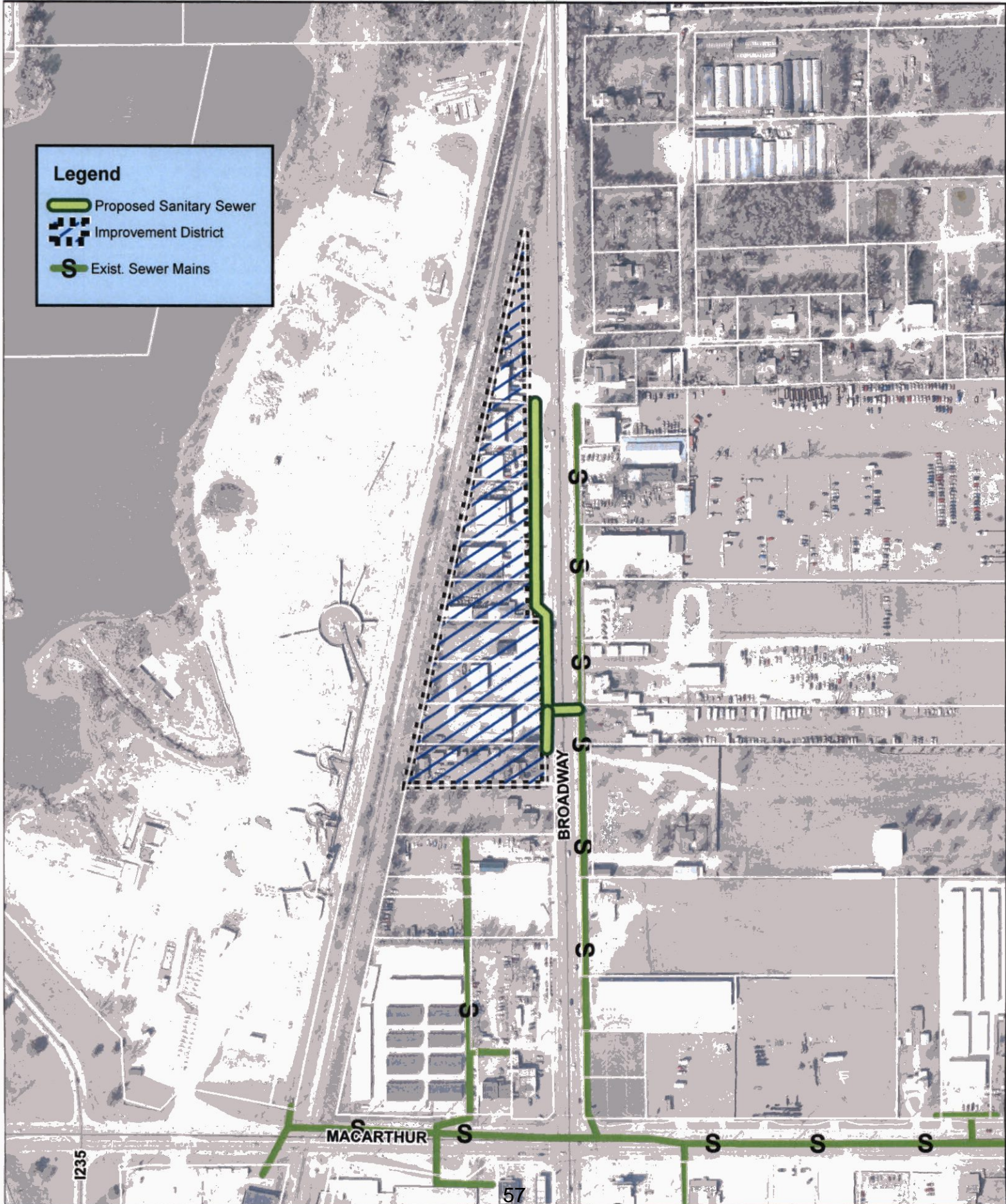
GARY E. REBENSTORF
DIRECTOR OF LAW



Sanitary Sewer Improvement to Serve
3709 to 3839 S Broadway Ave.

Legend

- Proposed Sanitary Sewer
- Improvement District
- Exist. Sewer Mains



Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ☒ ORDERED BY WCC ☐ PETITION

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: _____

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I. ENGINEERING REFERENCE #: 468-84947

COUNCIL DISTRICT: 03 Council District 3 DATE COUNCIL APPROVED: May 6, 2014 REQUEST DATE: _____

PROJECT #: 480058 PROJECT TITLE: Lat 100, M 1, SWI for 3700-3800 S Broadway

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Lat 100, M 1, SWI for 3700-3800 S Broadway

OCA #: 744366 OCA TITLE: Lat 100, M 1, SWI for 3700-3800 S Broadway

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Rebecca Greif PHONE #: 268-4505

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$210,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$210,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$210,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$210,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____



City Council
May 6, 2014

Broadway Sanitary Sewer Extension

NAME: Clayton J. Roeder
ADDRESS: 3717 S. Broadway
Wichita
PHONE: 316-524-7071
EMAIL:

QUESTION(S):

I wanted this sewer line when it was installed approximately 40 years ago. We were told then we would get it, but something happened, we were never told what or why we didn't get it. There were no charges for the installation on the east side and I don't believe the ones on the west side should have to pay a penalty for something they were suppose to get 40 years ago for free. I'm not in favor of this project and we are also under the grandfather clause.

Engineering Division

City Hall • Seventh Floor • 455 North Main • Wichita, Kansas 67202-1606

T 316.268.4501 F 316.268.4114

**City of Wichita
City Council Meeting
May 6, 2014**

TO: Mayor and City Council

SUBJECT: Tourism Business Improvement District

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Receive, approve and file the Tourism Business Improvement District (TBID) 2015 Scope of Services and Budget and place on first reading the ordinance levying an annual service fee.

Background: The Go Wichita Convention and Visitors Bureau (Go Wichita) receives annual funding from the City of Wichita for the promotion of tourism and convention activities. Due to economic conditions, this allocation has experienced limited growth for the past three years. However, competition for tourists and conventions in the state has intensified. To address the issue, Go Wichita proposed the creation of a Tourism Business Improvement District (TBID) to promote tourism and provide certain related services within the City. The Mayor authorized and established an 11-member TBID Planning Committee at the September 10, 2013 City Council Meeting.

At the January 14, 2014 City Council meeting, the TBID Planning Committee presented its District Planning Committee Report recommending the creation of a business improvement district to promote tourism. The required report proposed the district boundaries be the same as the legal limits of the City of Wichita. The report was received and filed at the meeting. Also at the January 14 meeting, the City Council adopted Resolution No. 14-020, set the public hearing for March 11, 2014 and approved the publication of the notice of hearing in The Wichita Eagle. Based on K.S.A. 12-1787, the notice of hearing and resolution of intent were mailed to all businesses located within the proposed district, in this case, the city limits.

At the March 18, 2014 City Council meeting, staff presented the ordinance establishing a seven-to nine-member advisory board. The TBID Advisory Board members were appointed on April 1, 2014 by the City Council. Upon approval of the ordinance, the City Council also entered into a contract with Go Wichita to provide the services as established by the ordinance and approved by the City Council. Since the appointment of the TBID Advisory Board members, the Board has met weekly to discuss the scope of services and budget for the TBID. Providing services as part of its contract, Go Wichita generated a proposed scope of services and budget that has been reviewed and approved by the Board.

Analysis: The attached TBID 2015 Scope of Services and Budget outlines how the TBID Advisory Board proposes using the funds received from a 2.75% nightly hotel room fee to promote tourism in Wichita. In the document, the Board proposes marketing Wichita to both leisure and group visitors to drive incremental hotel demand. The drivers of the leisure strategy will include: two multi-channel marketing campaigns, establishment of a year-round digital presence in key markets and collection of baseline data to assist in determining future years' scope of work. The two multi-channel marketing

campaign efforts will be targeted toward Kansas, Oklahoma and Kansas City, MO. The 2015 year-round digital efforts will be focused on a wider audience that includes Kansas, Oklahoma, Texas, Missouri and Nebraska. The drivers of the group strategy will include: introduction of meeting planners to Wichita, increased focus on sports markets and collection of baseline data to assist in determining future years' scope of work.

To determine the success of both the leisure and group marketing efforts, the Board will analyze return on investment as well as conduct research to determine the incremental value of both visitors and room nights. As outlined in the 2015 Scope of Services, it is estimated the leisure marketing will increase hotel demand by 32,000 incremental room nights equating to an increase in occupancy of approximately 2% based on 2013 demand. Group marketing is estimated to increase hotel demand by an additional 16,000 incremental room nights, an increase of approximately 1%. The budget is outlined on the final page of the report and details how the Board will spend the estimated \$2.3 million received from the City of Wichita starting in March 2015. The City will collect an administrative fee from these funds.

Financial Considerations: The new marketing program will be completely funded through TBID revenues raised through an annual fee levied on all hotels within the district having 50 rooms or more. The fee is calculated as 2.75% of the amount of the hotel's subject room rentals. Funds raised will be deposited in a budgeted special revenue fund. The district anticipates generating more than \$2.3 million annually for enhanced marketing.

Legal Considerations: Pursuant to K.S.A. 12-1791, upon receipt of the recommended Scope of Services and proposed budget the City Council may, by ordinance, levy an annual service fee, subject to the 45-day protest period in K.S.A. 12-1789. The City Law Department has prepared the accompanying Ordinance and approved it as to form.

Recommendation/Actions: It is recommended that the City Council receive, approve and file the Tourism Business Improvement District (TBID) 2015 Scope of Services and Budget and place on first reading the ordinance levying an annual service fee.

Attachments: TBID 2015 Scope of Services and Budget and Ordinance Levying Annual Service Fee

DRAFT



Tourism Business Improvement District

2015 SCOPE OF SERVICES AND BUDGET

Tourism Business Improvement District

SCOPE OF SERVICES 2015

PURPOSE

The Tourism Business Improvement District (TBID) was created to provide incremental marketing dollars to Go Wichita to market Wichita. The TBID dollars are supplemental to the existing Go Wichita budget. The Wichita City Council voted to adopt the TBID ordinance on March 18, 2014, with the TBID to commence on January 1, 2015. In accordance with the Kansas Business Improvement District statute, the TBID Advisory Board must present the following year's scope of services and budget before May 15 to the City Council for approval. This document outlines those services as well as the budget for 2015.

OBJECTIVE

Market Wichita to both leisure and group visitors to drive incremental hotel demand.

KEY DRIVERS

Leisure:

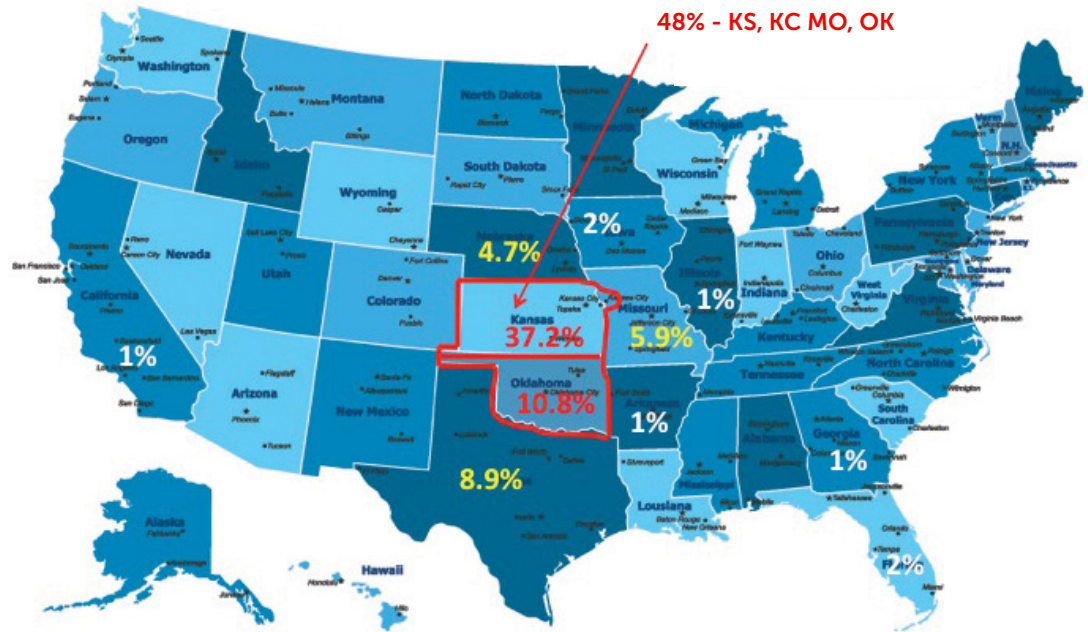
- Introduce two multi-channel marketing campaigns
- Establish year-round digital presence in key markets
- Gather baseline data to assist in determining future years scope of work

Group:

- Introduce meeting planners to Wichita
- Increase focus on sports market
- Gather baseline data to assist in determining future years scope of work



Currently, leisure overnight hotel visitors originate predominantly from Kansas, (including Kansas City, MO), (37.2%) and Oklahoma (10.8%). Combined, these locations account for almost half of Wichita's leisure overnight hotel visitors.

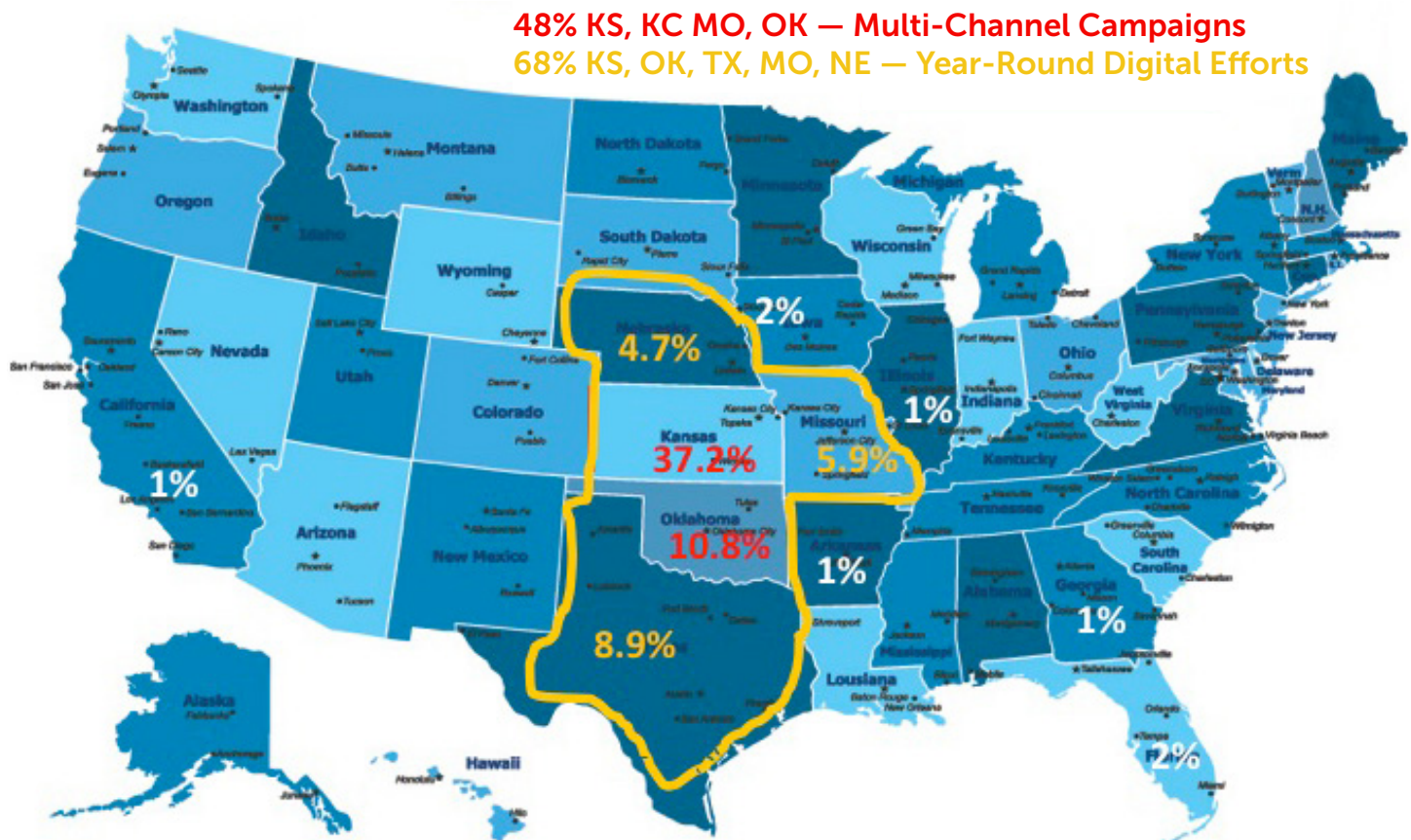


	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2008	53.8	63.1	68.4	69.7	69.0	76.7	71.0	72.3	66.2	67.5	56.6	47.3	65.1
2009	49.8	58.8	61.1	57.4	58.8	65.1	66.2	60.9	57.3	61.2	49.7	42.4	57.4
2010	43.2	55.2	56.1	56.2	59.8	66.2	63.6	60.8	64.2	65.1	54.5	47.0	57.6
2011	46.8	55.0	62.8	59.7	63.6	66.6	63.6	60.2	60.1	59.3	53.8	43.8	57.9
2012	46.4	54.8	58.5	59.4	62.4	73.4	63.7	63.2	60.2	63.3	53.2	45.4	58.7
2013	45.7	51.2	57.7	62.7	61.6	70.4	60.5	62.8	61.9	67.2	59.6	50.0	59.3

In determining when to launch a leisure campaign, we evaluated occupancy levels, product offering in the market place and behavioral data. Looking at occupancy for the past several years, June is typically a higher producing month. While June's 2013 occupancy reached 70%, there is still hotel availability. July and August tend to have lower occupancy and have been in the 60% range. Due to the flow of funding in this initial year, summer 2015 is the earliest a leisure campaign could be launched. Therefore, considering leisure visitors like to travel in the summer months and Wichita has more product offerings, as well as room availability, this is an ideal period to launch our first leisure campaign. In addition, we will launch our second leisure campaign during the holiday season. This is due to the popularity of shopping by our visitors, the product offering, and availability of rooms.



LEISURE VISITOR POINT OF ORIGIN



LEISURE OBJECTIVES

- Launch Wichita's first leisure multi-channel marketing campaign to generate excitement and sense of urgency to visit
 - Summer, May – Aug to drive summer visitation (June – August)
 - Holiday, Nov – Dec to drive holiday visitation (Thanksgiving – Christmas)
 - Locations: KS, KC MO, OK
 - Advertising: TV, Print, Radio, Digital
- Fish where the fish are – market to the locations where there is a propensity to visit Wichita (KS, KC MO, OK)
- Focus on driving weekend business, targeting women 35-64
- Gather baseline data to assist in future years planning efforts



NOTE: Significantly increase year-round digital efforts in key markets to drive a reason to visit. Markets to include, KS, KC MO and OK, which account for 48% of current visitors to Wichita as well as TX, NE and the remainder of MO, which account for nearly 20%. Together, these locations currently produce nearly 70% of all overnight leisure visitors to Wichita. (Note: this initiative will be funded via Go Wichita budget and is not reflected in the budget)

LEISURE MARKETING

2015 will mark the first multi-channel marketing efforts to drive leisure visitation to Wichita. Potential leisure visitors will see and hear, for the first time, dedicated TV commercials and radio spots promoting Wichita. In addition, print and digital will round out the consumer engagement opportunities. As we educate visitors about Wichita, the campaign will provide an opportunity to enhance our brand and image, which will ultimately help Wichita be considered as a potential leisure destination.

Additionally, we anticipate the campaign will drive incremental visitors to Wichita. While we recognize that the campaign may inspire a visit to Wichita outside of the summer and holiday time period, we will specifically measure the advertising effectiveness for the summer months and holiday period. This measurement will outline the impact of the campaign in terms of incremental hotel nights, specifically, how many new room nights were generated based on the advertising campaign.

LEISURE ADVERTISING EFFECTIVENESS RESEARCH/ROI

Since 1983, Strategic Marketing & Research, Inc., (SMARI) has been helping clients get the research they need and apply that research to make the best business decisions. We will utilize their services after each leisure campaign to ultimately determine the Return on Investment (ROI) of the campaign. SMARI's methodology for calculating the impact of a marketing campaign relies on incremental travel. The rate of travel by those who are "unaware" is considered the base rate of travel, which would have been achieved if no advertising were placed. Any travel above this base by "aware" households is considered influenced – or the rate of incremental travel.

The final measurements of the success of the marketing campaigns are the economic impact of the campaigns and return on investment that it generates. Again, the SMARI methodology does not consider all travel to the city when making such calculations. Even without any advertising, consumers would travel to Wichita. However, the research will identify those visitors, room nights and spend that would not have occurred without the additional advertising investment. In addition to the ROI, the research will also provide insight and recommendations to help guide and refine upcoming marketing campaigns.

LEISURE MEASUREMENT

- It is estimated that the leisure marketing campaigns will increase hotel demand in the four months of the campaigns (June, July, Aug, Mid Nov-Mid Dec) by approximately 32K incremental room nights
- Based on 2013 demand, this would equate to an increase in occupancy by approximately 2%
- Total economic impact of approximately \$9.5 million:
 - \$2,720,000 hotel revenue (\$85 per night)
 - \$163,200 total transient guest tax (6%)
 - \$74,800 tourism fee (2.75%)
 - \$675,280 total sales tax (7.15%)
- Based on the above analysis, the Return on Investment on total visitor spending is 6.8 to 1



GROUP MARKET OVERVIEW

Group Sales focuses on identifying prospects that would be open to hosting a meeting, convention and/or trade show in Wichita. These group meetings and events are generally in the trade association and specialty market segments and typically book several years in advance. Go Wichita sales managers prospect for new groups in a variety of ways, including Destination Marketing Association International peer city database research, tradeshow, sales visits, local referrals and state association connections. However, with relatively little brand advertising to promote Wichita as a meeting destination on the national level, their prospecting is of a very grassroots nature.

The TBID investment enables Go Wichita to educate meeting planners about Wichita at unprecedented levels. The grassroots efforts, coupled with advertising in key

publications, sponsorships at key tradeshow and increased levels of sales calls and site visits will help promote Wichita like never before. The strategy laid out below means that decision-makers will now hear about Wichita multiple times and through multiple means, including print advertising, digital exposure, face to face meetings in their own locations as well as site visits to Wichita. These efforts will assist in increasing our brand awareness nationally to place Wichita in our meeting planners' consideration set. In addition to these efforts, a new focus on the youth sports market will help round out the group sales efforts.

Heightened destination awareness coupled with enhanced sales initiatives and an additional sales manager targeting sports groups will allow us to increase the number of future bookings secured annually.



GROUP STRATEGY/MEASUREMENT

- Introduce meeting planners to Wichita as a meeting/sports destination via increased advertising in national publications, tradeshow sponsorship and strategic partnerships
- Increase number of meeting planner site visits to experience all Wichita has to offer
- Increased focus on the sports market to capitalize on larger room night impact of youth sporting events in future years bookings
- Dedicated funds to secure future sports events
- Booked incremental future room nights
- Due to long lead times in the group market, the focus in year 1, is to build the sales pipeline and work towards the goal of approximately 16K incremental future room nights booked annually. This would equate to an increase of approximately 1% in occupancy based on 2013 demand levels. (Note: this is separate from the Leisure goal.)
- Total economic impact of approximately \$5.8 million:
 - \$1,360,000 hotel room revenue (\$85 per night)
 - \$81,600 total transient guest tax (6%)
 - \$37,400 tourism fee (2.75%)
 - \$410,358 total sales tax (7.15%)



BUDGET

Revenues		2015
CITY OF WICHITA - TBID		\$2,300,000
	TOTAL REVENUE	\$2,300,000
Expenditures		TOTAL
LEISURE		
	Summer Campaign ¹	\$697,345
	Holiday Campaign ²	\$440,531
	Agency Creative and Production ³	\$245,000
	LEISURE TOTAL	\$1,382,876
GROUP		
	Meeting Planner/Sports Initiatives ⁴	\$150,000
	Publication Advertising ⁵	\$256,336
	GROUP TOTAL	\$406,336
GENERAL		
	Personnel/ADM ⁶	\$300,000
	Research/ROI ⁷	\$95,000
	GENERAL TOTAL	\$395,000
2016 COMMITTED FUNDS ⁸		\$115,788
TOTAL EXPENDITURES		\$2,300,000

FOOTNOTES:

1. Media buy (TV, radio, print, digital)
2. Media buy (TV, radio, print, digital)
3. Creation of all elements of marketing campaigns (TV, print, radio, digital)
4. Incremental sports and group trade show sponsorships, sales calls, site visits, sports bid fees, etc.
5. Advertising in key meeting planner publications and sports publications
6. Estimated allocation of approximately 50% for additional sales employee and marketing employee and 50% allocation for existing Go Wichita personnel to execute TBID initiatives
7. Advertisement effectiveness ROI , commercial testing, meeting planner publication research
8. Funding for Jan. expenses (holiday ad effectiveness ROI, city processing fee, meeting publications, creative development)
Total spend dependent on total revenue collected, adjustments expected



ORDINANCE NO. 49-745

AN ORDINANCE LEVYING AN ANNUAL SERVICE FEE UPON
CERTAIN HOTELS WITHIN THE TOURISM BUSINESS
IMPROVEMENT DISTRICT.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to K.S.A. 12-1785, has heretofore authorized the Mayor to establish and appoint an eleven member Tourism Business Improvement District Special Planning Committee to study and develop preliminary plans for the establishment and operation of a business improvement district to promote tourism and provide certain related services within the City; and,

WHEREAS, on January 14, 2014, the Tourism Business Improvement District Special Planning Committee submitted its report to the Governing Body, recommending the creation of a business improvement district to promote tourism, further recommending that the boundaries of the proposed district be the City's boundaries, outlining the additional and extended services needed within such district, estimating the annual cost of providing those services recommended for performance during the next three years, and describing the proposed method of financing such costs; and,

WHEREAS, the Governing Body, on January 14, 2014, adopted Resolution No. 14-020, proposing the creation of a Tourism Business Improvement District (the "District") within the City, pursuant to K.S.A. 12-1781, *et seq.* (the "Act"), describing the boundaries of the proposed District, generally describing the services to be provided within the District pursuant to the Act, stating the estimated annual costs of providing such services during the next three years and the method by which the city proposes to raise the revenues to finance such services, setting the time and place of a public hearing to be held by the Governing Body on March 11, 2014, to consider the establishment of the District, and providing for the giving of notice of such intention in the manner required by law; and,

WHEREAS, a Notice of Public Hearing authorized by such Resolution was duly published in the Wichita Eagle on January 17, 2014, and copies of the said Notice, together with copies of Resolution No. 14-020, were sent out by first class mail, at least 30 days prior to March 11, 2014, to all businesses identified as businesses located within the District; and,

WHEREAS, on March 11, 2014, the Governing Body conducted the public hearing noticed for that date; and,

WHEREAS, on March 25, 2014, the Governing Body passed Ordinance No. 49-677, creating the District and providing for the formation of an Advisory Board (the "Board") for such District; and,

WHEREAS, on April 1, 2014, the Governing Body, pursuant to the authority of Ordinance No. 49-677 and K.S.A. 12-1790, appointed the members of the Board; and,

WHEREAS, the Governing Body, on May 6, 2014, received from the Board, pursuant to K.S.A. 12-1790, a recommended program of services and proposed budget for the District; and,

WHEREAS, K.S.A. 12-1791 provides that the Governing Body, upon receipt of such recommended program of services and proposed budget may, by ordinance, annually levy service fees upon Businesses (as defined in the Act) or classifications of Businesses within the District;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Pursuant to K.S.A. 12-1791, there is hereby levied, effective on and after January 1, 2015, an annual service fee upon all hotels within the District having fifty (50) or more rooms. Such fee shall be calculated as 2.75% of the amount of the hotel's Subject Room Rentals (as hereinafter defined) (the "Fee"). "Subject Room Rentals" shall mean a hotel's annual gross room rental revenue, reduced by the amount of rental revenues received for rooms rented as a direct purchase by the federal government, its agencies or instrumentalities, and by the amount of rental revenues received for rental of rooms rented to the same guest for more than 28 consecutive days. Such annual Fee shall be payable in arrears on or before the last day of January each year. Deposits toward the Fee shall be paid in twelve monthly installments. Monthly, each hotel will pay a deposit to the City of an amount equal to 2.75% of the amount of the previous month's Subject Room Rentals. In January, a final deposit will be made and the aggregate monthly deposits of the business will be applied to pay the annual Fee. The final deposit will be an amount equal to the difference between the amount of 2.75% of the prior calendar year's Subject Room Rentals and the sum of the eleven monthly deposits previously made. The total annual revenue is expected to be approximately \$2.3 million. In the event a business chooses to pass the Fee on to guests, the Fee shall be disclosed in advance as the "Tourism Fee." The City will contract with Go Wichita to manage the District and to provide services to the District, and for provision of services to any city-owned hotel not subject to the Fee.

SECTION 2. For purposes of the foregoing section, a "hotel" shall include any structure or building which contains rooms furnished for the purposes of providing lodging, which may or may not also provide meals, entertainment or various other personal services to transient guests (meaning persons who occupy a room in such structure or building for not more than twenty-eight (28) consecutive days), and which is kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are sought for pay or compensation by transient or permanent guests and having more than eight (8) bedrooms furnished for the accommodation of such guests.

SECTION 3. All proceeds from the Fee levied by the provisions of Section 1 shall be deposited and thereafter accounted for and expended for the purposes as provided and set forth in Section 5 of Ordinance No. 49-677.

SECTION 4. Following its passage, this Ordinance shall be published one time in the official City paper.

SECTION 5. This ordinance, which is subject to the protest provisions of K.S.A. 12-1789, shall take effect immediately upon its publication, but shall be subject to subsequent repeal if, within the 45 days following its publication, a sufficient petition subscribed by the owners of a majority of the businesses located within the District is submitted to compel the repeal of this ordinance.

PASSED BY THE GOVERNING BODY at Wichita, Kansas this 13th day of May 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Agreement between IdeaTek d/b/a Wildflower Communications, Inc. and City of Wichita for Installation of Fiber Optic and Small Cell Antennas for Wireless Communications

INITIATED BY: Department of Law/City Manager's Office

AGENDA: New Business

Recommendation: Approve the agreement with IdeaTek.

Background: IdeaTek d/b/a Wildflower, Inc. is a wireless telecommunications company that has requested a franchise agreement with the City of Wichita. IdeaTek will be constructing fiber optic telecommunications lines and small cell towers for use by wireless companies to boost wireless reception throughout the City of Wichita. IdeaTek will be installing small cell towers, aka Distributed Antenna System (DAS) Networks, throughout the City of Wichita. These small cell antennas will be positioned on the top of poles with a box attached to such pole. The poles will either be new or the antenna will be put on an existing pole owned by either Westar or the City. There will be fiber optic running from each pole either above or underground. The fiber optic will run to a macro pole, which is already in existence. The purpose of the small cell towers is to boost wireless connectivity speed.

Analysis: Key provisions of the Franchise Agreement include the following terms:

- Ideatek will be placing approximately 110-125 poles within the City limits. The poles will house a DAS antenna and a power source (box) that will be mounted to the pole. The "small cell towers" will run fiber optic lines from each small cell tower to a macro antenna location. The fiber optic will be placed either above ground or underground.
- All of the poles needed for the small cell network will be new. Westar poles will be used to string fiber optic above ground where feasible. Fiber optic will also be placed underground. The Agreement provides rights to the City to place lights or other items onto the poles, at the City's sole expense.
- The City will be compensated in the following ways:
 1. The City will receive 5% of gross revenue received by IdeaTek's lease of its wireless telecommunications system.
 2. One time fee of \$1,000 per pole based on a calculation of \$100/pole for 10 years.
 3. Permit fees. The City's current permit fees are outdated. IdeaTek agrees to pay any difference/increase in permit fees for the next 24 months. IdeaTek has proposed that they will pay the current permit fees and if the City modifies the fees within the next 24 months, they will pay the new permit fee. Going forward, they will pay the most current permit fee
- The poles will follow local rules for aesthetics and planning policies within areas of historic and/or location importance.
- The term of the Agreement is ten years with three five year renewals if either party does not renegotiate the agreement.

Financial Considerations: The agreement will provide the City of Wichita with approximately \$110,000 initially, permit fees and a 5% yearly fee, which amounts to approximately \$40,000 per year with the expectation that the fee will increase.

Legal Considerations: The Law Department has drafted and approved the agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the Mayor to sign.

Attachments: Franchise Agreement.

WILDFLOWER TELECOMMUNICATIONS, LLC ORDINANCE NO. 49-749

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, GRANTING TO WILDFLOWER TELECOMMUNICATIONS, LLC, ITS SUCCESSORS AND ASSIGNS, A DISTRIBUTED ANTENNA SYSTEMS FACILITY FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

This Franchise Agreement (“Agreement”) is entered into as of May _____, 2014 (“Effective Date”) by and between the City of Wichita, a municipal corporation (the “City”), and Wildflower Telecommunications, LLC (“Wildflower”), a wholly-owned subsidiary of IdeaTek Systems, Inc., a Kansas corporation.

RECITALS

A. Wildflower owns, maintains, operates and/or controls, in accordance with regulations promulgated by the Federal Communications Commission and the Kansas Corporation Commission (hereinafter “KCC”), telecommunications networks serving Wildflower’s wireline customers through advanced fiber optic facilities and other wireless carrier customers through fiber-fed distributed antenna system facilities. Such facilities are in public rights-of-way (hereinafter “ROW”), among other locations, in the State of Kansas.

B. Wildflower seeks to enter the City of Wichita’s (the “City”) ROW, and other real property of the City, to install, maintain and operate a fiber network and distributed antenna system(s) (the “Network”), so that Wildflower and/or its underlying customers (the “Customers”) may provide data and telecommunications services to the residents and visitors of the City (the “Services”).

C. Some features of the Network include, without limitation, antenna nodes, poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters and related equipment, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process (“Facility” or “Facilities”).

D. Certain distributed antenna systems (“DAS Facility” or “DAS Facilities”) which are specific part or type of the Facilities may be located on streetlights, stand-alone poles, third party utility poles, and other structures located on or within the Public ROW or City owned property as permitted under this Agreement.

E. Wildflower desires to obtain from City as permitted by law, and City is willing to grant to Wildflower as required by law, the right to access the Public ROW to locate, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities and the DAS Facilities in a manner consistent this Agreement.

In consideration of the Recitals set forth above, the terms and conditions of this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

SECTION 1 INSTALLATION OF THE NETWORK

1.1 Permitted Installation. Wildflower may at Wildflower's sole cost and expense and during the term of this Agreement, locate, construct, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities subject to the terms and conditions of this Agreement. Wildflower shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike manner.

1.1.1 Installation Specifications. The installation of the Facilities shall be made in accordance with plans and specifications as may be approved by the City and after obtaining all necessary permits for all work in the ROW and/or on City property. Such approval review shall be made no later than forty-five (45) days from application date, and under exceptional circumstances the time may be extended an additional forty-five (45) days upon agreement of the Parties. The Parties understand and agree that Facilities outside of the Public ROW may require additional easements for underground fiber to connect to Network within the Public ROW. Such additional easements shall be located so as not to interfere with the City's use of its property. The location, depth of the fiber underground, and any other requirements shall be approved in writing by the City prior to construction of the Facilities at that specific location, approval of which shall not be unreasonably withheld, conditioned or delayed. Approval of plans and specifications and the issuance of any permits by the City shall not release Wildflower from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. Wildflower shall be responsible for notifying the City and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected City-approved permits, as may be necessary. Wildflower shall be responsible for all costs associated with the permitting process, including, but not limited to, repairs and replacement of City ROW. Such permits and approval requirements detailed in this section shall not be unreasonably withheld, conditioned or delayed by the City and any conditions or requirements shall be in accordance with federal, state, and local laws.

1.1.2 Temporary Construction. The installation of the Facilities shall be performed in accordance with traffic control plans for temporary construction work that are approved by the City, which approval shall not unreasonably be withheld, conditioned or delayed.

1.1.3 Construction Schedule. If requested by the City, at least ten (10) days prior to the installation of the Facilities, Wildflower shall deliver to the City a schedule for the proposed work related to the construction of the Facilities, as well as a list of the names of all agents and contractors of Wildflower authorized by Wildflower to access the City ROW and City owned property on Wildflower's behalf.

1.1.4 Coordination of Work. Wildflower shall be responsible for coordination of work to avoid any interference with existing utilities, substructures, facilities and/or operations within the City's ROW. Wildflower shall be the City's point of contact and all communications shall be through Wildflower. Wildflower shall be solely responsible for communicating with Kansas One-Call.

1.1.5 Inspection by City. The City shall have commercially reasonable access to inspect any work conducted by Wildflower during the installation, maintenance and/or repairs of the Facilities.

1.1.6 Other Utility Providers. When necessary, Wildflower shall coordinate with other utility providers for other needed utility services. Wildflower and the City will reasonably cooperate with the other utility providers regarding the location of any meter, pole, and other apparatuses required for each Site.

1.1.7 Existing Utility Poles. Wildflower may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the City's police powers, and in no instance shall Wildflower erect a new pole within an existing aerial pole line absent the City's prior authorization.

1.2 Compliance with Laws. This Agreement is subject to the terms and conditions of all applicable federal, state and local Laws and the Parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

1.2.1 Zoning Regulations. Zoning regulations shall not apply to installations within the Public ROW.

1.3 Permits. Wildflower shall obtain all ministerial permits (the "Permits") and pay those fees associated therewith relating to the installation of the Network as currently allowed by Law.

1.3.1 Encroachment Permits. Wildflower shall obtain any necessary encroachment permits from the City for the installation of the Network and for any other work within the City's ROW or other real property of the City, if required by the City's Municipal Code ("Code").

1.3.2 Building Permits. Wildflower shall obtain any necessary building permits from the City for the installation of the Network and for any other work within the City's ROW or other real property of the City, if required by the Code or State Law.

1.3.3 Compliance with Permits. All work within the City's ROW or other real property of the City shall be performed in strict compliance with all applicable Permits and all applicable regulatory requirements.

1.3.4 Fee Increases. If prior to the second anniversary of the date hereof, the City increases the permitting fees described in the Sections above, and if with respect to all similarly situated franchisee license agreements executed by the City in such 2-year period the franchisee or licensee is subject to a similar fee provision, then Wildflower will pay to the City the increased fees as if the increased fee schedule had been in effect as of the date hereof upon being billed therefor by the City.

1.4 Placement of Facilities. Wildflower shall coordinate the placement of its Facilities in the Public ROW in a manner that minimizes adverse impact on public improvements, as reasonably determined by the City Engineer.

1.5 New Streetlight Poles and other City Facilities. It is understood that Wildflower may build new streetlight poles or other such facilities required for the installation of the Facilities which would comply with all encroachment and building permits, applicable City, state and federal specifications, and Laws ("New Poles"). The Parties agree that in areas where there are existing poles, Wildflower will work with the owner of that existing pole to collocate the DAS Facility but only when the pole owner is willing to allow such attachment and where such attachment is feasible from a safety, technical, and engineering (structural and radio frequency coverage) perspective.

1.5.1 City Use of New Poles. The Parties understand and agree that the City may use any New Poles for City purposes, including but not limited to streetlights and other lighting so long as such use does not interfere Wildflower's use of its Network or Facilities. Wildflower shall reasonably cooperate with the City when using the New Poles.

1.5.2 City-Owned Lights. Except for the installation of the lights and ancillary equipment on or in the New Poles and/or as set forth in section 1.5.3, below, Wildflower shall not be responsible for maintenance, repair, or replacement of City-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the City on the New Poles.

1.5.3 Damage to New Poles. If a New Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the City may cause the New Pole to be removed to the side of the street or a location that City believes reasonably eliminates the risk of such imminent threat of harm to persons or property. Wildflower shall, after written notice from the City that any New Pole has been damaged or removed, cause the New Pole to be

repaired or replaced within thirty (30) days after the City's written notice. The cost to repair and/or replace any New Pole, including the replacement City streetlight, bulb and ancillary equipment shall be paid by Wildflower; provided, however, that if the New Pole is damaged or destroyed by the City or a third party user that the City has given the right to use the New Pole, then the City and/or its third party user shall pay the cost to repair and/or replace the New Pole. To the extent that Wildflower seeks reimbursement for a third party either directly or through applicable insurance, the City shall assign to Wildflower any rights the City may have against such third party for such claim.

1.6 Franchise and Permit Fees. Wildflower is solely responsible for the payment of all lawful franchise and permit fees in connection with Wildflower's performance under this Agreement.

1.6.1 5% Franchise Fee for all Gross Revenues. In consideration of this Franchise Agreement, Wildflower agrees to remit to the City a franchise fee of five percent (5%) of Gross Revenues ("Franchise Fee"). "Gross revenues" means only those revenues derived from services provided within the corporate boundaries of the City which include: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (G) RF telecommunications service revenue or any other operating revenue derived from leasing Wildflower's dark fiber and indefeasible rights of use ("IRU") fees. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross revenues. Gross revenues shall be reduced by bad debt expenses that are attributable to Sections (A) through (G) as referenced within this Section 1.6.1. Uncollectible and late charges shall not be included within gross revenues. Wildflower shall pay its Franchise Fee on the 15th day of the second month following the month in which the Gross Revenue is received.

1.6.2 DAS Facility Permit Fee. A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City, up to 125 DAS Facilities shall be paid by Wildflower. After the 125th installation, the fee will be the then current fee charged by the City for similar access, with a minimum fee of \$1,000.00 for each Facility. Wildflower shall pay the DAS Facility Permit Fee the 15th day following the month after each DAS Facility is installed within the public ROW.

1.6.3 Ministerial Application Fees. A one-time application fee to recover the City's costs associated with the review and approval of the installation of each Facility provided that such application fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving the application to install the particular Facility. This application fee must be competitively neutral and may not be unreasonable or discriminatory.

1.6.4 Accounting Matters. Wildflower shall keep accurate books of account at its principal office in Buhler, Kansas, or such other location of its choosing for the purpose of determining the amounts due to the City under §1.6 above. No more than once per year, the City may inspect Wildflower's books of account relative to the application of the franchise fees required under subsection 1.6.1 of this Agreement any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 1.6 – 1.7 above. The City agrees to hold in confidence any non-public information it learns from Wildflower to the fullest extent permitted by Law.

1.7 Access to the Facilities.

1.7.1 Wildflower Access to Facilities for Repair. Wildflower will be given reasonable access to each of the Facilities in the City ROW or City owned property for the purposes of routine installation, repair, maintenance or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any City services at the Facility, Wildflower shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services.

1.7.2 City Observation. Wildflower shall allow a representative of the City to observe any repair, maintenance or removal work performed at the Facilities.

SECTION 2 TERM AND TERMINATION

2.1 Term. This Franchise Agreement shall be effective from the effective date for ten (10) years thereafter. Thereafter, this Agreement shall automatically renew for three (3) additional consecutive five (5) year terms unless Wildflower notifies the City of its intent to terminate the Agreement or unless the City notifies Wildflower of its intent to renegotiate terms due to changes in local, state or federal law and/or the City has negotiated different terms with similarly situated entities. But, in no event, shall the City be permitted to terminate Wildflower's right under this Agreement to place Facilities in the ROW unless terms of the Agreement are breached and/or local, state, or federal law permit.

2.1.1 90-Day Remedy Period. If the Agreement is breached by Wildflower, then Wildflower shall have no more than ninety (90) days from written notice of the breach to either

remedy the breach or remove its equipment and restore the Facilities, as set forth in Section 3, below and in the Wichita-Sedgwick County Metropolitan Area Planning Department Wireless Ordinance. Wildflower shall pay to City a prorated Rent and Additional Rent (if any) for any period beyond the effective expiration or revocation date until Wildflower completes its obligation to remove its equipment and restore the locations.

2.2 Termination of Use. Notwithstanding Section 2.1 above, Wildflower may terminate its use of any or all of the Network by providing the City with ninety (90) days prior written notice. In the event of any such termination, Wildflower's payment obligations to the City shall terminate simultaneously with the termination of use, provided Wildflower removes its equipment and restores the Facilities, as set forth in Section 3, below and in the Wireless Ordinance, prior to the termination date.

SECTION 3 REMOVAL AND RELOCATION

3.1 Removal Due to Public Project. Upon receipt of a written demand from the City pursuant to this Section 3, Wildflower, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by Wildflower under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Network is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the City or any other governmental agency, including but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities such as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks; (b) because any part of the Network is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities; or (c) to protect or preserve the public health and safety. The City shall cooperate with Wildflower in relocating any portion of the Network removed pursuant to this Section 3.1 in a manner that allows Wildflower to continue providing service to its customers, including, but not limited to, expediting approval of any necessary permits required for the relocation of that portion of the Network relocated under this Section 3.1. No permitting or other fees may be charged by the City for a removal occurring under this Section.

3.2 Removal Due to Termination. No later than ninety (90) days after termination of this Agreement pursuant to the provisions of this Agreement, Wildflower shall, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the locations or adjacent property (including City ROW or City real property), restore each Facility and its adjacent property to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Wildflower to the Facility or adjacent property, or as otherwise required by the City. For New Poles, Wildflower shall install a new streetlight or facility as

directed by City's Public Works Director, or his or her designee. Alternatively, the City may allow Wildflower, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

3.3 Abandonment. In the event Wildflower ceases to operate and abandons the Network, or any part thereof, for a period of ninety (90) days or more, Wildflower shall, at its sole cost and expense and within the time period specified in Section 3.2, vacate and remove the Network or the abandoned part thereof. If such removal disturbs the Facility or adjacent property (including City ROW or City real property), Wildflower shall also, at its sole cost and expense, restore the Facility or adjacent property to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Wildflower to the Facility or adjacent property. Alternatively, the City may allow Wildflower, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

3.4 No Relocation Compensation. The parties understand and agree that neither the City nor Wildflower are entitled to compensation for any relocation of its Network that may be required under Section 3.1. Wildflower acknowledges that Wildflower is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

SECTION 4 MAINTENANCE AND REPAIR

4.1 Electricity Use. Wildflower shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company.

4.2 Maintenance and Repair. Wildflower shall, at Wildflower's sole cost and expense, perform all maintenance and repairs reasonably needed to maintain the Network in good condition and neat and orderly appearance, and in compliance with all applicable Laws. In the event any part of the Network requires replacement because such part cannot be repaired, Wildflower shall, at Wildflower's sole cost and expense, replace the irreparable part of the Network. Wildflower shall not cause rubbish, garbage or debris on or around its Network or the Facilities and shall not permit any rubbish, garbage or debris to accumulate on or around in any enclosed areas around the Facilities. If the City gives Wildflower written notice of a failure by Wildflower to maintain the Facilities, Wildflower shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

4.3 Appearance. Wildflower shall cooperate with the City on all issues of aesthetics and appearance. Wildflower shall follow all legally binding City policies, state and local ordinances with respect to aesthetics. This includes, but is not limited to, historic site and/or locations of significant importance, in areas such as Downtown Old Town and College Hill. All locations of DAS systems must be aesthetically approved by the City Engineering Department, in a manner consistent with other approvals within these Restrictions.

4.4 **Repair of ROW.** Wildflower shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by Wildflower's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. Wildflower shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. Wildflower's obligations under this Section 4.4 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by Wildflower to the City.

4.5 **Bond.** Wildflower shall provide a bond in an amount determined by the City to represent the estimated cost of Wildflower's obligations under Sections 3 and 4 of this Agreement, which the City may require Wildflower to increase from time to time to reflect the reasonable estimated cost of performing such obligations, to secure performance of Wildflower's obligations under Sections 3 and 4, not to exceed \$100,000.

SECTION 5 TAXES

5.1 **Taxes.** Wildflower agrees that it will be solely responsible for the payment of any and all applicable taxes, fees and assessments levied on its ownership, use and maintenance of the Network and this Agreement. Pursuant to Section 79-5(a)(26) of the Kansas Revenue and Taxation Code, the City hereby advises, and Wildflower recognizes and understands, that Wildflower's use of the City's ROW, the New Poles, and /or other non-ROW city property and facilities may create a possessory interest subject to real property taxation and that Wildflower may be subject to, and responsible for, the payment of real property taxes levied on such interest. Wildflower will cooperate with the Sedgwick County Assessor in providing any information necessary for the Assessor to make a property tax determination. Wildflower reserves the right to challenge any such assessment, and the City agrees to cooperate with Wildflower in connection with any such challenge.

SECTION 6 INDEMNIFICATION

6.1 **Indemnity.** Wildflower shall indemnify, defend, and hold harmless the City, its councilmembers, officers employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent resulting from activities undertaken by Wildflower pursuant to this Agreement, except to the extent arising from or caused by the gross negligence or willful misconduct of the City, its councilmembers, officers, employees, agents, or contractors. The City shall promptly notify Wildflower of any claim, action or proceeding covered by this Section 6.1.

6.2 **Waiver of Claims.** Wildflower waives all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from any event or occurrence except for any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from the gross negligence or willful misconduct of the City.

6.3 **Limitation of City's Liability.** The City will be liable, if at all, only for the cost of repair to damaged portions of the Facilities arising from the gross negligence or willful misconduct of City, its employees, agents, or contractors. The City, its agents, officers, employees, or contractors, shall not be liable for any damage from any cause whatsoever to the Facilities, specifically including, without limitation, damage, if any, resulting from the City's maintenance operations adjacent to the Facilities or from vandalism or unauthorized use of the Facilities, except to the extent such damage is caused by the gross negligence or willful misconduct of City, its agents, officers, employees or contractors. The City will in no event be liable for indirect or consequential damages.

6.4 **Limitation of Wildflower's Liability.** In no event shall Wildflower be liable for indirect or consequential damages in connection with or arising from this Agreement, or its use of the Network, New Poles, and ROW or other City real property.

SECTION 7 INSURANCE

7.1 **Minimum Insurance Requirements.** Wildflower shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Section.

(a) **Minimum Insurance.** Wildflower shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 combined single-limit per-occurrence for bodily injury, personal injury, death, loss and property damage resulting from wrongful or negligent acts by Wildflower. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 combined single-limit per-accident for bodily injury and property damage covering any vehicle utilized by Wildflower in performing the work covered by this Agreement

(iii) **Workers' Compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

(b) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed \$25,000; provided, however, if Wildflower's insurance policy expressly provides (i) that the insurer is required to pay covered claims with no deduction for all or any part of the Wildflower's deductible, and (ii) insurer's obligation to pay covered claims is triggered irrespective of whether or not the insured pays the deductible, then Wildflower's deductible shall not exceed \$100,000 for Comprehensive General Liability Insurance, \$100,000 for Comprehensive Vehicle Liability Insurance and \$250,000 for Workers' Compensation and Employer's Liability coverage.

(c) **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

(i) **General Liability and Automobile Liability Coverage.**

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the "Insureds") shall be named as additional insureds on all required insurance policies, except for Workers' Compensation and Employer's Liability policies.

(2) Wildflower's insurance coverage shall be primary insurance as respects the Insureds with respect to the matters covered by this Agreement. Any insurance or self-insurance maintained by the Insureds shall be in excess of Wildflower's insurance and shall not contribute with it.

(3) Any failure of Wildflower to comply with reporting provisions of the policies shall not affect coverage provided to the Insureds.

(4) Wildflower's insurance shall apply separately to each of the Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each of the Insureds is subject to all policy terms and conditions and has an obligation, as an Insured, to report claims made against them to the insurance carrier.

(ii) **Worker's Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Insureds for losses arising from work performed by Wildflower in the City's ROW.

(iii) **All Coverages.** Except for non-payment of premium, each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or reduced in coverage or limits by the insurer except after thirty (30) days' prior written notice has been given to the City. If for any reason insurance coverage is canceled or reduced in coverage or in limits, Wildflower shall within two (2) business days of notice from the insurer, notify the City by phone or fax of the changes to or cancellation of the policy and shall confirm such notice via certified mail, return receipt requested.

(d) **Acceptability of Insurers.** Insurance shall be placed with insurers with an A.M. Best rating of no less than A-:VII.

(e) **Verification of Coverage.** Wildflower shall furnish the City with certificates of insurance required by this Section 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

(f) **Secondary Parties.** In the event Wildflower hires any subcontractors, independent contractors or agents (“Secondary Parties”) to locate, place, attach, install, operate, use, control, replace, repair or maintain the Network, Wildflower shall require the Secondary Parties to obtain and maintain insurance commensurate to the work such Secondary Parties perform.

SECTION 8 DEFAULT

8.1 Default.

8.1.1. **Defined.** A “Default” shall be deemed to have occurred under this Agreement if a party fails to cure such within thirty (30) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

8.1.2. **Remedies.** Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Section 6.3 (Limitation of Liability), terminate this Agreement and pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

8.2 **City Termination Right.** In addition to the remedies set forth in Section 8.1.2, the City shall have the right to terminate this Agreement if (i) the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the public right of way; or (ii) if Wildflower’s licenses are terminated, revoked, expired, or otherwise abandoned. Such termination rights shall be subject to Wildflower’s rights to just compensation, if any, for any taking of a protected property right.

8.3 **No Waiver.** A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

8.4 **Interest.** If Wildflower fails to make any payment under this Agreement when due, such amounts shall accrue interest from the date such payment is due until paid, including accrued interest, at an annual rate of ten percent (10%) or, if lower, the highest percentage allowed by law.

SECTION 9 INTERFERENCE

9.1 Non-Interference with Non-Public Safety Communications Systems. Wildflower shall operate the Network in a manner that will not cause interference with City non-public safety communications systems and to the services and facilities of other licensees or lessees of City property located at or near the Facilities that were in operation prior to the installation of the Network or that are in operation prior to any modifications Wildflower may make to the Network.

9.2 Non-Interference with Public Safety Communications Systems. Wildflower's Network and Facilities shall not cause interference with public safety communications systems operated by City or any other public agency, regardless of the date such systems or any components thereof have been placed in service. Nor shall Wildflower's Network and Facilities cause interference with the City's use of the New Poles for their intended purpose as streetlights, traffic lights, and/or stand-alone light poles.

9.3 Correction of Interference. If such interference with the Facilities described in Sections 9.1 and 9.2 occur, Wildflower shall, upon receipt of written notice thereof from City, immediately commence commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by Wildflower to the reasonable satisfaction of City within the cure period set forth for in the City's notice, which notice shall not be less than 30 days absent an emergency or danger to public health and safety requiring shorter notice, such interference shall be deemed a material breach under this Agreement and City may terminate this Agreement. Interference caused by actions of Wildflower's Customer(s) remain the responsibility of Wildflower.

SECTION 10 MISCELLANEOUS PROVISIONS

10.1 Nonexclusive Use. Wildflower acknowledges that this Agreement does not provide Wildflower with exclusive use of the City's ROW or any municipal facility and that City retains the right to permit other providers of communications services to install equipment or devices in the City's ROW and on municipal facilities.

10.2 Most Favored Nation. All of the benefits and terms granted by the City herein are at least as favorable as the benefits and terms granted by the City to any future franchisee of the public ROW engaged in the same or similar business described in this Franchise Agreement. Should the City enter into any subsequent agreement of any kind no matter what nomenclature is attached thereto with any other franchisee during the term of this Franchise Agreement, which Agreement provides for benefits or terms more favorable than those contained in this Franchise Agreement, then this Franchise Agreement shall be deemed to be modified effective as of the date of such more favorable agreement to provide Wildflower with those more favorable benefits and terms. The City shall notify Wildflower promptly of the

existence of such more favorable benefits and terms and Wildflower shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by Wildflower, the City shall amend this Franchise Agreement to contain the more favorable terms and conditions.

10.2.1 Most-Favored Municipality. Should Wildflower after the Parties' execution and delivery of this Agreement enter into a franchise agreement with another municipality of the same size or smaller than the City in this State, which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's opinion substantially superior to those in this Franchise Agreement, the City shall have the right to require that Wildflower modify this Franchise Agreement to incorporate the same or substantially similar superior benefits.

10.3 Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and served by (1) electronic mail; and (2) personally served or transmitted through first class United States mail, or by express mail providing for overnight delivery, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of Wichita
455 N. Main
Wichita, KS 67202
Attention: City Clerk

With a copy to:

Arline Sokolowski
Deputy City Attorney
455 N. Main, 13th Fl.
Wichita, KS 67202
asokolowski@wichita.gov

Wildflower: Wildflower Networks, LLC
102 N. Main Street
Buhler, KS 67522
Attention: Daniel Friesen

With copies to:

Harvey Sorensen
Foulston Siefkin
1551 N. Waterfront Pkwy, Suite 100
Wichita, KS 67228
hsorensen@foulston.com

Such notice shall be deemed made when personally delivered; if mailed via first class U.S. Mail, such notice shall be deemed made three (3) calendar days after the date of deposit in the U.S. Mail; if mailed via express/overnight mail, such notice shall be deemed made two (2) calendar days after the date of deposit in a designated overnight delivery mailbox or other like facility. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.4 Sublease/Assignment. If Wildflower assigns, sublets, enters into a franchise license or concession agreement, changes ownership of the Network or voting control of Wildflower, mortgage, encumber, pledge, hypothecate or other transfer (including any transfer by operation of law this Agreement or any interest therein) Wildflower will provide notice of a transfer within a reasonable time.

10.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.

10.6 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

10.7 Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.8 Governing Law. This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the federal court with jurisdiction over Sedgwick County or the state courts located in Sedgwick County, Kansas.

10.9 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this Agreement.

10.10 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

10.11 Drafting. The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party.

10.12 Execution in Counterparts. This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

10.13 Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

10.14 No Warranty by the City. The City makes no representations or warranties regarding the suitability, condition or fitness of the locations for the installation, maintenance or use of the New Poles or the Facilities.

10.15 Agreement Applicable Only to the Facilities. This Agreement shall not be construed to permit construction, installation, maintenance or use of Facilities on any property other than the Facilities.

10.16 No Abrogation of Legal Responsibilities. The City's execution of this Agreement shall not abrogate, in any way, Wildflower's responsibility to comply with all permitting requirements or to comply with all Laws with respect to its performance of the activities permitted under this Agreement.

10.17 Contractual Interpretation. In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.

10.18 Effective Date of Ordinance. This Ordinance shall be effective upon its final passage and publication as required by law.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated in the introductory clause.

City of Wichita, a municipal corporation

Wildflower Telecommunications, LLC

By: _____
Carl Brewer - Mayor

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

City Clerk

Title: _____

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf
City Attorney and Director of Law

APPROVED AS TO FORM:

By: _____
Name: _____

Attorney for Wildflower Telecommunications, LLC

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Emergency Water Line Installation in West Wichita (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: ~~Consent~~ New Business

Recommendation: Ratify and approve the emergency installation of water lines, approve the budget, and adopt the resolutions.

Background: The Kansas Department of Health and Environment (KDHE) has identified groundwater contamination in an area generally located south of Central, east and west of Tyler. The contamination is attributed to a dry cleaning business formerly located at 8947 West Central and has impacted private domestic wells with chlorinated solvents. The KDHE Dry Cleaning Program has requested the City perform emergency installation of water mains along the following streets:

- Robin Road from Maple to 2nd Street
- Evergreen Lane from Maple to 2nd Street
- Socora Street from Maple to 2nd Street
- West Rolling Hills Drive from Tyler to Westfield

Additionally, Byron Road from Douglas north to the end of the street may require emergency installation as well, pending further investigation by the KDHE.

In order to eliminate dead end mains that will be created by water lines constructed in Robin and Socora, a 12-inch connecting link approximately 1300 feet long is required in Second Street.

The KDHE requests estimates be secured for a design-build contract to complete the water main installations. The KDHE has committed to funding *a portion of* the project and will approve final project costs prior to the City awarding a contract.

Additionally, the KDHE is identifying addresses within the contaminated area that currently have access to City of Wichita water, but are not connected. The KDHE is requesting immediate service connections for these addresses.

Analysis: Staff contacted six local contractors experienced with this type of project. Bids for a design-build project are to be submitted by May 14, 2014, and construction is expected to be completed by August 1, 2014.

City taps for services where water is already available are being installed by City forces with private service lines being installed by KDHE.

Financial Considerations: The estimated cost to design and construct the new water lines is \$1,124,000.7, ~~which will be funded with existing cash in the Water Utility Fund and reimbursed by KDHE.~~ *Approximately \$900,000 will be funded with existing cash in the Water Utility Fund and will be reimbursed by KDHE, and the remaining \$224,000 will be funded by the approved W-67 Water Distribution Mains Replacement budget.*

The KDHE anticipates as many as 32 addresses will be identified for immediate connection to existing water lines. Each service connection is \$2,370, for an anticipated total of \$75,840. These connections will be funded with existing cash in the Water Utility Fund and reimbursed entirely by the KDHE.

A formal agreement with the KDHE regarding cost reimbursement is still pending.

Legal Considerations: City Ordinance 2.64.020(a), “Emergencies,” expressly authorizes the City Manager to approve work to be performed for emergency repair of critical infrastructure facilities by an outside contractor without formal bidding. Installation of the water lines is an example expressly described in the ordinance for emergency approval. The City Manager approved proceeding with the project on April 28, 2014.

Recommendations/Actions: It is recommended that the City Council ratify the City Manager’s emergency approval of the water line installation and immediate service connections, approve the project budgets, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, memo to the City Manager, resolutions, and notices of intent.

RESOLUTION NO. 14-129

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Installation of Water Lines- Four Seasons Area (W-48)

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$1,124,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$1,213,920** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on May 6th, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

(Published in *The Wichita Eagle*, on _____.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. ____-____, duly adopted _____, 2014, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Installation of Water Lines- Four Seasons Area (W-48)

(the “Project”) at an estimated cost, including related design and engineering expenses of **\$1,124,000**.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed **\$1,213,920** under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

RESOLUTION NO. 14-130

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Service Connections-Four Seasons Area (W-49)

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$75,840**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$81,910** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on May 6, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 14-129, duly adopted May 6, 2014, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Service Connections-Four Seasons Area (W-49)

(the “Project”) at an estimated cost, including related design and engineering expenses of **\$75,840**.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed **\$81,910** under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

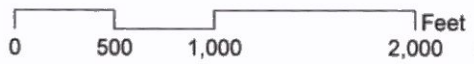
This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on May 6, 2014.

/s/ CARL BREWER, Mayor

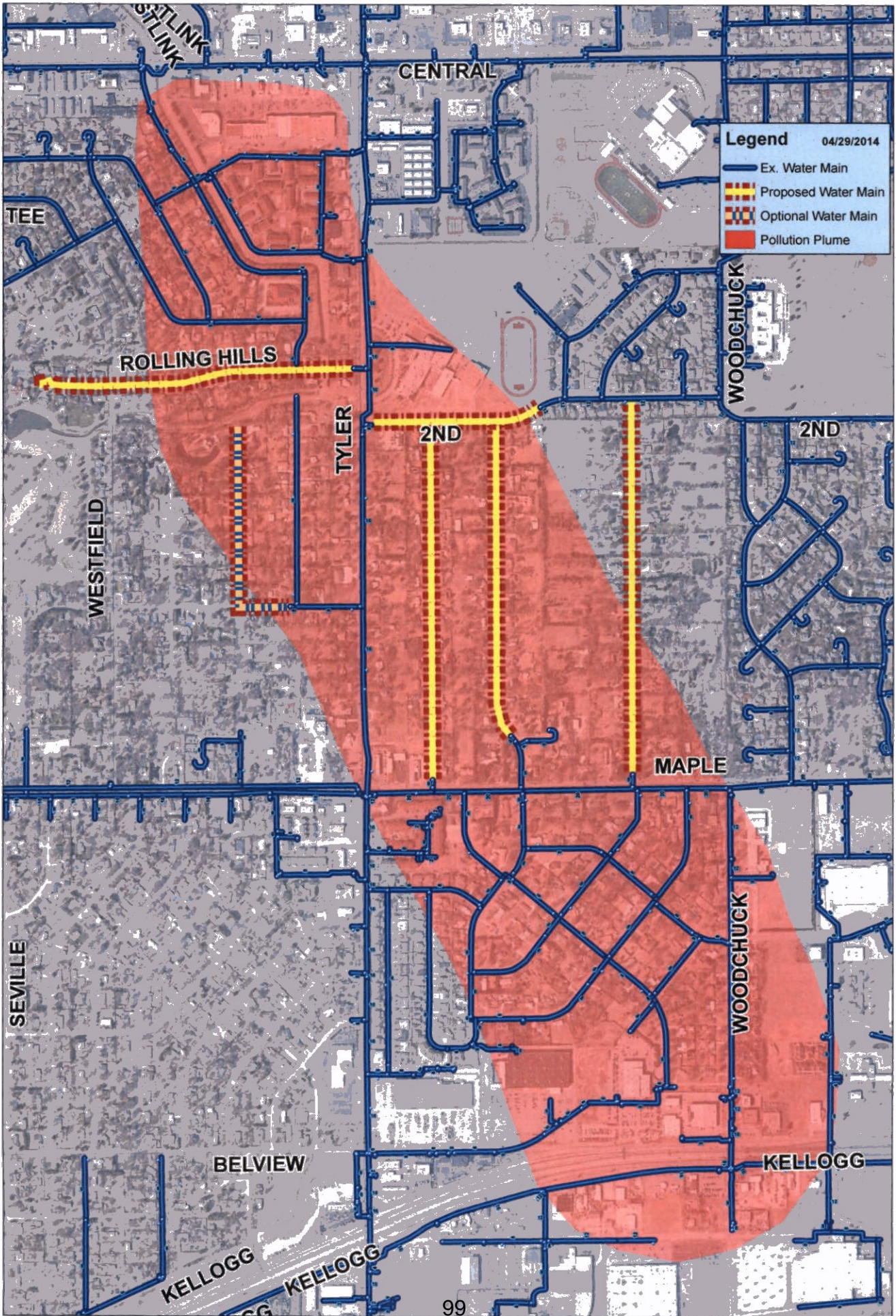
ATTEST:

/s/ Karen Sublett, City Clerk



Rolling Hills Ct, Byron Ave, 2nd St, Robin Rd, Evergreen Ln, Socora Dr

Water Mains to Serve





INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager
Through Alan King, Director of Public Works & Utilities

FROM: Gary Janzen, City Engineer

DATE: April 24, 2014

SUBJECT: Emergency Water Line Installation in West Wichita
Neighborhoods North of Maple, East and West of Tyler

The Kansas Department of Health and Environment (KDHE) has identified groundwater contamination attributed to the former Four Seasons dry cleaner facility located at 8947 West Central. The contamination has impacted private domestic wells with chlorinated solvents. The KDHE Dry Cleaning Program is formally requesting the City of Wichita install water mains along the streets noted below within the area of concern (AOC). KDHE requests estimates to be secured for a design-build contract to complete the water main installations in an expeditious manner. Prior to the City awarding a contract, KDHE will provide a rapid turn-around for final approval of the project costs.

Water mains needed as of April 22, 2014:

- Robin Rd. from W. Maple to W. 2nd St.
- Evergreen Ln. from W. Maple to W. 2nd St.
- Socora St. from W. Maple to W. 2nd St.
- W. Rolling Hills Dr. from W. Tyler to Westfield St.

Optional work to be determined following additional investigation.

- N. Byron Rd. from W. Douglas Ave to North end of street.

I request that you declare this a Public Exigency, which is defined under City Code, Section 2.64.020(a), as an instance when public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

A handwritten signature in black ink, appearing to read 'Robert Layton', written over a horizontal line.

Robert Layton, City Manager

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Special Meeting on the Strategic Plan

INITIATED BY: City Council

AGENDA: Council Member Agenda

Recommendation: Scheduling a special meeting of the City Council on May 27, 2014.

Background: A special meeting will be held on May 27, 2014. The purpose of the special meeting is to finalize the strategic plan and discuss funding options for the strategic priorities.

Analysis: Normally, a meeting would not be held on May 27, 2014 because of the Memorial Day holiday occurring on Monday, May 26, 2014. In order to conduct a special meeting on May 27, 2014, it is appropriate for the City Council to approve the notice of the special meeting.

Financial Considerations: None

Legal Considerations: The City Code Rules of Procedure authorize special meetings of the City Council.

Recommendations/Actions: It is recommended that the City Council approve a motion to set a special meeting of the City Council of the City of Wichita, at 9:00 a.m., in the City Council Chambers, City Hall, 455 North Main, on Tuesday, May 27, 2014.

Wichita, Kansas
April 28, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated April 21, 2014, were read and on motion approved.

Bids were opened April 25, 2014, pursuant to advertisements published on:

Storm Water Sewer #676 to serve Remington Place Addition (south of 21st Street North, east of Webb) (468-84933/751524/485415) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Stannard Consturction Company Inc. - \$33,374.00

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION: Tree Trimming, Pruning and Removal Service.

Arbor Masters Tree Service Inc. - \$22,610.00* Corrected Total

*Estimate – Contract approved on unit cost basis; refer to attachments.

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Compact Track Loader.

White Star Machinery and Supply - \$42,765.92 Base Bid
\$4,406.50 Option 1
\$2,583.80 Option 2

**PUBLIC WORKS AND UTILITIES DEPARTMENT /FLEET AND FACILITIES DIVISION:
Fire Hoses.**

Defer one week

**PUBLIC WORKS AND UTILITIES DEPARTMENT /PRODUCTION AND PUMPING
DIVISION: Hydrogen Peroxide (Bulk Delivery).**

Brenntag Southwest Inc. - \$1,195,400.00* Base Bid

\$1,800.00 Option 1

\$1,440.00 Option 2

*Estimate – Contract approved on unit costs basis, refer to attachments

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
May 5, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated April 28, 2014, were read and on motion approved.

Bids were opened May 2, 2014, pursuant to advertisements published on:

2014 Sanitary Sewer Reconstruction Phase 4 (south of Kellogg, west of Hydraulic) (468-84945/620705/664010) Traffic to be maintained during construction using flagpersons and barricades. (District I)

Forshee Plumbing LLC - \$63,320.00

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

CITY MANAGER'S OFFICE/ARTS AND CULTURAL DIVISION: Access Cards for Elevators at Century II.

Thyssenkrupp Elevator Company - \$52,036.00

PUBLIC WORKS AND UTILITIES DEPARTMENT/ SEWAGE TREATMENT DIVISION: Mold Remediation.

Stovers Restoration Inc. - \$20,783.03

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Fire Hoses.

Conrad Fire Equipment - \$184,228.91

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: May 5, 2014

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**April 25, 2014**

Storm Water Sewer #676 to serve Remington Place Addition – Public Works & Utilities

Department/Engineering Division

Stannard Construction Company, Inc.**\$33,374.00****May 2, 2014**

2014 Sanitary Sewer Reconstruction Phase 4 (south of Kellogg, west of Hydraulic) – Public Works & Utilities

Department/Engineering Division

Forshee Plumbing, LLC**\$63,320.00****PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****April 25, 2014**Tree Trimming, Pruning & Removal Services – Housing & Community Services Dept./Public Housing Division
(See Exhibit B for Itemized Pricing in the Formal Bid Report)**Arbor Masters Tree Service, Inc.****(Corrected Total)****\$22,610.00**

Compact Track Loader – Public Works & Utilities Department/Fleet & Facilities Division

White Star Machinery & Supply**Base Bid****\$42,765.92****Option 1 (Add) (Per Each)****\$4,406.50****Option 2 (Add) (Per Each)****\$2,583.80**

Fire Hoses – Public Works & Utilities Department/Fleet & Facilities Division

(Defer to May 5, 2014)

Hydrogen Peroxide (Bulk Delivery) – Public Works & Utilities Department/Production & Pumping Division

Brenntag Southwest, Inc.**Base Bid (Per Ton)****\$556.00****Option 1 (Add)****\$1,800.00****Option 2 (Add) (Per Month)****\$120.00****May 2, 2014**

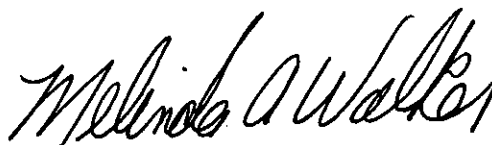
Access Cards for Elevators at Century II – City Manager's Office/Arts & Cultural Division

Thyssenkrupp Elevator Company**\$52,036.00**

Mold Remediation – Public Works & Utilities Department/Sewage Treatment Division

Stover's Restoration, Inc.**\$20,783.03**

Fire Hoses – Public Works & Utilities Department/Fleet & Facilities Division

Conrad Fire Equipment, Inc.**(Deferred from April 28, 2014)****\$184,228.91****ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**


Melinda A. Walker
Purchasing Manager

STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - April 25, 2014

RQ440455

FB440072		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Storm Water Sewer #676		\$54,984.00	\$39,930.00	\$53,155.00	\$38,918.00
Remington Place Addition	BID BOND		X	X	X
468-84933	ADDENDA	0			
(751524)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Stannard Construction Co. Inc.
Storm Water Sewer #676		\$54,984.00	\$41,000.00	\$38,799.10	\$33,374.00
Remington Place Addition	BID BOND		X	X	X
468-84933	ADDENDA	0			
(751524)					
		Engineer's Construction Estimate	Froshee Plumbing LLC	Alan's Excavating	
Storm Water Sewer #676		\$54,984.00	\$38,999.00	\$44,990.00	
Remington Place Addition	BID BOND		X	X	
468-84933	ADDENDA	0			
(751524)					
		Engineer's Construction Estimate			
Storm Water Sewer #676		\$54,984.00			
Remington Place Addition	BID BOND				
468-84933	ADDENDA	0			
(751524)					

CHECKED BY: VPREVIEWED BY: PM

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - May 2, 2014

RQ440481

FB440077		Engineer's Construction Estimate	B2 Excavating LLC	Danco Enterprises, Inc.	Dondlinger & Sons
2014 Sanitary Sewer Reconstruction Phase 4		\$153,805.00			
(south of Kellogg, west of Hydraulic)	BID BOND				
468-84945	ADDENDA	0			
(620705)					
		Engineer's Construction Estimate	Duling Construction	Forshee Plumbing LLC	Stannard Construction Inc.
2014 Sanitary Sewer Reconstruction Phase 4		\$153,805.00		\$63,320.00	\$34,162.92
(south of Kellogg, west of Hydraulic)	BID BOND			X	X
468-84945	ADDENDA	0			
(620705)					
		Engineer's Construction Estimate	Visual Systems Inc.	Wichita Excavation, Inc.	Wildcat Construction
2014 Sanitary Sewer Reconstruction Phase 4		\$153,805.00	\$114,638.00	\$78,545.00	
(south of Kellogg, west of Hydraulic)	BID BOND		X	X	
468-84945	ADDENDA	0			
(620705)					
		Engineer's Construction Estimate			
2014 Sanitary Sewer Reconstruction Phase 4		\$153,805.00			
(south of Kellogg, west of Hydraulic)	BID BOND				
468-84945	ADDENDA	0			
(620705)					
STANNARD'S BID WITHDRAWN CONTRACT AWARDED TO FORSHEE PLUMBING					

CHECKED BY: REVIEWED BY: 



Registration Solicitations Document Inquiry Login Help

Bid Results

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440062 Tree Trimming, Pruning & Removal Service

Close Date/Time: 4/25/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Housing & Community Services

Responses: 3

Vendors	Complete	Bid Total	City Comments
<u>ARBOR MASTERS TREE SERVICE INC</u>	Complete	\$22,610.00	Award 05/06/2014 Housing & Community Services Dept./Public Housing Div.- Corrected Total
<u>ALFREDS SUPERIOR TREE SERVICE</u>	Complete	\$29,024.20	
<u>ASPLUNDH TREE EXPERT COMPANY</u>	Complete	\$40,736.24	

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Vendors	QTY	UOM	Price	Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	5	Each	\$192.5000	\$962.50	Complete	
ARBOR MASTERS TREE SERVICE INC	5	Each	\$200.0000	\$1,000.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	5	Each	\$377.3600	\$1,886.80	Complete	

Line 012 Removal: Class III Tree (Up to 30 Feet)[Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARBOR MASTERS TREE SERVICE INC	4	Each	\$350.0000	\$1,400.00	Complete	
ALFREDS SUPERIOR TREE SERVICE	4	Each	\$412.0000	\$1,648.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	4	Each	\$705.4000	\$2,821.60	Complete	

Line 013 Removal: Class III Tree (30-40 Feet)[Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	3	Each	\$625.0000	\$1,875.00	Complete	
ARBOR MASTERS TREE SERVICE INC	3	Each	\$675.0000	\$2,025.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	3	Each	\$1,114.5100	\$3,343.53	Complete	

Line 014 Removal: Class III Tree (40-50 Feet)[Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	3	Each	\$1,025.0000	\$3,075.00	Complete	
ARBOR MASTERS TREE SERVICE INC	3	Each	\$1,075.0000	\$3,225.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	3	Each	\$1,634.6600	\$4,903.98	Complete	

Line 015 Removal: Class III Tree (50 Feet and Up)[Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARBOR MASTERS TREE SERVICE INC	3	Each	\$1,600.0000	\$4,800.00	Complete	
ALFREDS SUPERIOR TREE SERVICE	3	Each	\$1,650.0000	\$4,950.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	3	Each	\$2,554.2300	\$7,662.69	Complete	

[Top of the Page](#)

Vendors	QTY	UOM	Price	Cost	Complete	Comments
ARBOR MASTERS TREE SERVICE INC	5	Each	\$50.0000	\$250.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	5	Each	\$112.8900	\$564.45	Complete	
ALFREDS SUPERIOR TREE SERVICE	5	Each	\$150.0000	\$750.00	Complete	

Line 006 Class II: Type III PruneTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARBOR MASTERS TREE SERVICE INC	5	Each	\$50.0000	\$250.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	5	Each	\$67.7300	\$338.65	Complete	
ALFREDS SUPERIOR TREE SERVICE	5	Each	\$150.0000	\$750.00	Complete	

Line 007 Class III: Type I PruneTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	5	Each	\$192.5000	\$962.50	Complete	
ARBOR MASTERS TREE SERVICE INC	5	Each	\$350.0000	\$1,750.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	5	Each	\$518.2400	\$2,591.20	Complete	

Line 008 Class III: Type II PruneTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARBOR MASTERS TREE SERVICE INC	10	Each	\$300.0000	\$3,000.00	Complete	
ALFREDS SUPERIOR TREE SERVICE	10	Each	\$330.0000	\$3,300.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	10	Each	\$518.2400	\$5,182.40	Complete	

Line 009 Class III: Type III PruneTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARBOR MASTERS TREE SERVICE INC	30	Each	\$150.0000	\$4,500.00	Complete	
ALFREDS SUPERIOR TREE SERVICE	30	Each	\$330.0000	\$9,900.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	30	Each	\$353.7200	\$10,611.60	Complete	

Line 010 Removal: Class I TreeTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARBOR MASTERS TREE SERVICE INC	1	Each	\$50.0000	\$50.00	Complete	
ALFREDS SUPERIOR TREE SERVICE	1	Each	\$55.0000	\$55.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	1	Each	\$90.3100	\$90.31	Complete	

Line 011 Removal: Class II TreeTop of the Page

Extended



ep.wichita.gov

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Bid Results

Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: **FB440062** Tree Trimming, Pruning & Removal Service

Close Date/Time: 4/25/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Housing & Community Services

Responses: 3

Go to: 001

Line 001 Class I Tree: Type I Prune

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	2	Each	\$7.7000	\$15.40	Complete	
ARBOR MASTERS TREE SERVICE INC	2	Each	\$20.0000	\$40.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	2	Each	\$24.9400	\$49.88	Complete	

Line 002 Class I Tree: Type II Prune

[Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	2	Each	\$7.7000	\$15.40	Complete	
ARBOR MASTERS TREE SERVICE INC	2	Each	\$20.0000	\$40.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	2	Each	\$24.9400	\$49.88	Complete	

Line 003 Class I Tree: Type III Prune

[Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALFREDS SUPERIOR TREE SERVICE	2	Each	\$7.7000	\$15.40	Complete	
ARBOR MASTERS TREE SERVICE INC	2	Each	\$15.0000	\$30.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	2	Each	\$37.4100	\$74.82	Complete	

Line 004 Class II: Type I Prune

[Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARBOR MASTERS TREE SERVICE INC	5	Each	\$50.0000	\$250.00	Complete	
ASPLUNDH TREE EXPERT COMPANY	5	Each	\$112.8900	\$564.45	Complete	
ALFREDS SUPERIOR TREE SERVICE	5	Each	\$150.0000	\$750.00	Complete	

Line 005 Class II: Type II Prune

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Extended

**Bid Results**

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440069 Compact Track Loader

Close Date/Time: 4/25/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 2

Vendors	Complete	Bid Total	City Comments
<u>WHITE STAR MACHINERY & SUPPLY</u>	Complete	\$49,756.22	Award 05/06/2014 Base Bid with Options 1 & 2 Public Works & Utilities Depart/Fleet & Facilities Div
<u>FOLEY EQUIPMENT CO INC</u>	Complete	\$58,144.29	

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**Bid Results**

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB440069 Compact Track Loader

Close Date/Time: 4/25/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 2

Go to: 001

Line 001 BASE BID: New Unused Current Model Compact Track Loader. Manufacturer: _____ Model: _____
Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WHITE STAR MACHINERY & SUPPLY	1	Lump Sum	\$42,765.9200	\$42,765.92	Complete	Bobcat Model T590 2014 Tier IV engine
FOLEY EQUIPMENT CO INC	1	Lump Sum	\$50,983.2900	\$50,983.29	Complete	CAT Model 259B3 2013 Alt Bid CAT Model 247B3 2014 @ Base Bid \$44,306.98

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Line 002 OPTION 1: Silt Fence Installer: Front Mount

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WHITE STAR MACHINERY & SUPPLY	1	Each	\$4,406.5000	\$4,406.50	Complete	
FOLEY EQUIPMENT CO INC	1	Each	\$4,450.0000	\$4,450.00	Complete	

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Line 003 OPTION 2: Grapple Loader: Heavy Duty Curved Skeletal Tooth Design/Style.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WHITE STAR MACHINERY & SUPPLY	1	Each	\$2,583.8000	\$2,583.80	Complete	
FOLEY EQUIPMENT CO INC	1	Each	\$2,711.0000	\$2,711.00	Complete	Alt Bid Total \$51,467.98

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POWERED BY



**Bid Results**

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440070 Fire Hoses

Close Date/Time: 4/25/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 4

Vendors	Complete	Bid Total	City Comments
<u>MUNICIPAL EMERGENCY SERVICES INC</u>	Complete	\$162,485.44	Defer to 5/5/14 Public Works & Utilities Department/Fleet & Facilities Division
<u>CONRAD FIRE EQUIPMENT INC</u>	Complete	\$184,228.91	
<u>LEWIS-GOETZ AND CO INC</u>	Complete	\$185,960.01	
<u>KENCO FIRE EQUIPMENT, INC.</u>	Complete	\$203,193.38	

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Bid Results
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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor **Group** **Line**
Solicitation: FB440071 **Hydrogen Peroxide (Bulk Delivery)** **Close Date/Time: 4/25/2014 10:00 AM CST**

Solicitation Type: Formal Bid **[Return to the Bid List](#)**
Award Method: Aggregate Cost
Department: Public Works & Utilities **Responses: 1**

Vendors	Complete	Bid Total	City Comments
<u>BRENNTAG SOUTHWEST INC</u>	Partial	\$1,198,640.00	Award 05/06/2014 Base Bid with Options 1 & 2 Public Works & Utilities Dept/Production & Pumping Div <u>Top of the Page</u>



**Bid Results**

Profile Solicitations Document Inquiry Logout Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line
Solicitation: FB440071 Hydrogen Peroxide (Bulk Delivery)

Close Date/Time: 4/25/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works & Utilities

Responses: 1

Go to: 001

Line 001 Hydrogen Peroxide Delivery Bulk as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BRENNTAG SOUTHWEST INC	2150	Ton	\$556.0000	\$1,195,400.00	Complete	\$0.2780/LB

Line 002 Hydrogen Peroxide Delivery (Totes) as per specifications. THIS ITEM HAS BEEN DELETED. NO BID THIS ITEM.

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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BRENNTAG SOUTHWEST INC					No Bid.	

Line 003 Option 1: Labor, Material and Equipment to Provide Installation of Telemetry System as per specifications.

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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BRENNTAG SOUTHWEST INC	1	Lump Sum	\$1,800.0000	\$1,800.00	Complete	

Line 004 Option 2: Operation and Maintenance of Telemetry System (specify monthly or annual fee in "Comments" section).

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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BRENNTAG SOUTHWEST INC	1	Lump Sum	\$1,440.0000	\$1,440.00	Complete	\$120/monthly

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Bid Results

[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation: FB440063** Access Cards for
Elevators at Century II**Close Date/Time: 5/2/2014 10:00 AM CST****Solicitation Type: Formal Bid**[Return to the Bid List](#)**Award Method: Aggregate Cost****Department: CMO - CULTURAL ARTS DIVISION****Responses: 2**

Vendors	Complete	Bid Total	City Comments
<u>THYSSENKRUPP ELEVATOR COMPANY</u>	Complete	\$52,036.00	Award 5/6/2014 City Manager's Office/Arts & Cultural Division
<u>KONE INC</u>	Complete	\$77,888.00	

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440076 Mold Remediation

Close Date/Time: 5/2/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Sewage Treatment Division

[Return to the Bid List](#)

Responses: 4

Vendors	Complete	Bid Total	City Comments
<u>STOVERS RESTORATION INC</u>	Complete	\$20,783.03	Award 5/6/14 Public Works & Utilities Department/Water Sewage Treatment Division
<u>INTEGRATED SOLUTIONS INC</u>	Complete	\$21,061.00	
<u>ENVIRO REMEDIATION INC</u>	Complete	\$38,000.00	
<u>NATIONAL CATASTROPHE RESTORATION INC</u>	Complete	\$48,826.72	

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440070 Fire Hoses

Close Date/Time: 4/25/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 4

Vendors	Complete	Bid Total	City Comments
<u>MUNICIPAL EMERGENCY SERVICES INC</u>	Complete	\$162,485.44	Does not meet specifications
<u>CONRAD FIRE EQUIPMENT INC</u>	Complete	\$184,228.91	Award 5/6/14 Public Works & Utilities Department/Fleet & Facilities Division
<u>LEWIS-GOETZ AND CO INC</u>	Complete	\$185,960.01	
<u>KENCO FIRE EQUIPMENT, INC.</u>	Complete	\$203,193.38	

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**STATEMENTS OF COST
SPECIAL ASSESSMENTS
SEPTEMBER, 2014**

WATER:

- a. Statement of Cost for constructing Water Distribution System to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$67,225.04 (plus idle fund interest estimated - \$138.13, plus temporary financing estimated - \$236.83). Financing to be issued at this time - \$67,600.00 (735461/448-90517/470-134).
- b. Statement of Cost for constructing Water Distribution System to serve Reeds Cove Medical Campus Addition (east of 127th Street East, south of 21st Street North) – Total Cost - \$49,346.61 (plus idle fund interest estimated - \$129.99, plus temporary financing estimated - \$223.40). Water main benefit fee - \$13,466.00. Financing to be issued at this time - \$63,166.00 (735465/448-90527/470-138).
- c. Statement of Cost for constructing Water Distribution System to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$34,007.94 (plus idle fund interest estimated - \$170.62, plus temporary financing estimated - \$121.45). Financing to be issued at this time - \$34,300.00 (735469/448-90533/470-142).
- d. Statement of Cost for constructing Water Distribution System to serve East Lynne Addition (west of 127th Street East, north of Harry) – Total Cost - \$81,440.88 (plus idle fund interest estimated - \$181.82, plus temporary financing estimated - \$277.30). Water main benefit fee - \$29,113.00. Financing to be issued at this time - \$111,013.00. (735470/448-90535/470-143).
- e. Statement of Cost for constructing Water Distribution System to serve Scenic Landscapes (south of Maple, east of Julia) – Total Cost - \$28,129.75 (plus idle fund interest estimated - \$173.90, plus temporary financing estimated - \$96.35). Financing to be issued at this time - \$28,400.00 (735471/448-90543/470-144).
- f. Statement of Cost for constructing Water Distribution System to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$53,099.37 (plus idle fund interest estimated - \$122.21, plus temporary financing estimated - \$178.42). Financing to be issued at this time - \$53,400.00. (735472/448-90278/470-145).
- g. Statement of Cost for constructing Water Distribution System to serve Pearson Farms 3rd Addition (south of 21st Street North, west of Maize) – Total Cost - \$17,156.19 (plus idle fund interest estimated - \$186.71, plus temporary financing estimated - \$57.10). Financing to be issued at this time - \$17,400.00. (735473/448-90549/470-146).
- h. Statement of Cost for constructing Water Distribution System to serve Sierra Hills 2nd Addition (north of Pawnee, west of 143rd Street East) – Total Cost - \$67,370.02 (plus idle fund interest estimated - \$103.81, plus temporary financing estimated - \$126.17). Water main benefit fee - \$20,920.00. Financing to be issued at this time - \$88,520.00. (735474/448-90550/470-147).

- i. Statement of Cost for constructing Water Distribution System to serve Lots 29 through 39, Block 2; Lots 11 through 19, Block 3; and Lot 10, Block 4 of Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$48,705.64 (plus idle fund interest estimated - \$133.78, plus temporary financing estimated - \$160.58). Financing to be issued at this time - \$49,000.00. (735476/448-90561/470-149).
- j. Statement of Cost for constructing Water Distribution System to serve Glenview Addition (south of 21st Street North, west of Greenwich) – Total Cost - \$28,908.11 (plus idle fund interest estimated - \$199.11, plus temporary financing estimated - \$92.78). Financing to be issued at this time - \$29,200.00 (735477/448-90552/470-150).
- k. Statement of Cost for constructing Water Distribution System to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) – Total Cost - \$69,670.76 (plus idle fund interest estimated - \$200.87, plus temporary financing estimated - \$228.37). Financing to be issued at this time - \$70,100.00. (735478/448-90554/470-151).
- l. Statement of Cost for constructing Water Distribution System to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$51,631.43 (plus idle fund interest estimated - \$168.57). Financing to be issued at this time - \$51,800.00. (735479/448-90516/470-152).
- m. Statement of Cost for constructing Water Distribution System to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$84,665.23 (plus idle fund interest estimated - \$134.77). Financing to be issued at this time - \$84,800.00. (735480/448-90519/470-153).
- n. Statement of Cost for constructing Water Distribution System to serve Remington Place Addition (south of 21st Street North, east of Webb) – Total Cost - \$60,442.03 (plus idle fund interest estimated - \$163.72, plus temporary financing estimated - \$94.25). Financing to be issued at this time - \$60,700.00. (735481/448-90537/470-154).
- o. Statement of Cost for constructing Water Distribution System to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) – Total Cost - \$38,967.37 (plus idle fund interest estimated - \$232.63). Financing to be issued at this time - \$39,200.00. (735482/448-90453/470-155).

SANITARY SEWER:

- p. Statement of Cost for constructing Lateral 173 War Industries Sewer to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$107,419.15 (plus idle fund interest estimated - \$206.45, plus temporary financing estimated - \$474.40). Financing to be issued at this time - \$108,100.00 (744322/468-84742/480-014).
- q. Statement of Cost for constructing Lateral 174 War Industries Sewer to serve Greenwich Business Center Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$22,356.64 (plus idle fund interest estimated - \$142.77, plus temporary financing estimated - \$100.59). Sewer main benefit fee - \$61,659.00. Financing to be issued at this time - \$84,259.00 (744323/468-84743/480-015).

- r. Statement of Cost for constructing Lateral 10, Main 14 Four Mile Creek Sewer to serve Reeds Cove Medical Campus (east of 127th Street East, south of 21st Street North) – Total Cost - \$25,114.10 (plus idle fund interest estimated - \$166.00, plus temporary financing estimated - \$119.90). Financing to be issued at this time - \$25,400.00 (744326/468-84764/480-018).
- s. Statement of Cost for constructing Lateral 538 Southwest Interceptor Sewer to serve Pearson Farms Third Addition (south of 21st Street North, west of Maize) – Total Cost - \$16,952.68 (plus idle fund interest estimated - \$193.79, plus temporary financing estimated - \$53.53). Financing to be issued at this time - \$17,200.00 (744330/468-84813/480-022).
- t. Statement of Cost for constructing Lateral 4, Main 21 Four Mile Creek Sewer to serve Sierra Hills Second Addition (north of Pawnee, west of 143rd Street East) – Total Cost - \$141,422.33 (plus idle fund interest estimated - \$377.67). Sewer main benefit fee - \$48,288.00. Financing to be issued at this time - \$190,088.00 (744331/468-84814/480-023).
- u. Statement of Cost for constructing Lateral 155, Main 4, Sanitary Sewer No. 23 to serve Jones Park Addition (north of 33rd Street, west of Fairview) – Total Cost - \$12,862.68 (plus idle fund interest estimated - \$137.32). Financing to be issued at this time - \$13,000.00 (744332/468-84820/480-024).
- v. Statement of Cost for constructing Lateral 8, Main 14 Four Mile Creek Sewer to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$124,772.07 (plus idle fund interest estimated - \$212.93, plus temporary financing estimated - \$415.00). Financing to be issued at this time - \$125,400.00 (744335/468-84322/480-027).
- w. Statement of Cost for constructing Lateral 13, Main 16 Four Mile Creek Sewer to serve Glenview Addition (south of 21st Street North, west of Greenwich) – Total Cost - \$66,247.64 (plus idle fund interest estimated - \$131.13, plus temporary financing estimated - \$221.23). Financing to be issued at this time - \$66,600.00 (744336/468-84818/480-028).
- x. Statement of Cost for constructing Lateral 429 Four Mile Creek Sewer to serve Woods North Third Addition (south of 29th Street North, west of 127th Street East) – Total Cost - \$108,262.68 (plus idle fund interest estimated - \$184.05, plus temporary financing estimated - \$353.27). Sewer main benefit fee - \$18,745.00. Financing to be issued at this time - \$127,545.00 (744337/468-84821/480-029).
- y. Statement of Cost for constructing Lateral 169 War Industries Sewer to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North) – Total Cost - \$17,126.19 (plus idle fund interest estimated - \$173.81). Sewer main benefit fee - \$99,694.00. Financing to be issued at this time - \$116,994.00 (744338/468-84735/480-030).
- z. Statement of Cost for constructing Lateral 171, Sanitary Sewer No. 22 to serve 1218 and 1226 West 33rd Street North (north of 33rd Street North, east of Amidon) – Total Cost - \$28,784.24, (plus idle fund interest estimated - \$215.76). Financing to be issued at this time - \$29,000.00 (744339/468-84840/480-031).
- aa. Statement of Cost for constructing Lateral 59, Main 24 War Industries Sewer to serve Remington Place Addition (south of 21st Street North, east of Webb) – Total Cost - \$101,479.86 (plus idle fund interest estimated - \$320.14). Financing to be issued at this time - \$101,800.00 (744340/468-84786/480-032).

- bb. Statement of Cost for constructing Lateral 11, Main 14 Four Mile Creek Sewer to serve Krug South Second Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$14,661.90 (plus idle fund interest estimated - \$138.10). Financing to be issued at this time - \$14,800.00 (744342/468-84847/480-034).
- cc. Statement of Cost for constructing Lateral 12, Main 14 Four Mile Creek Sewer to serve Lakeside Acres First Addition (west of 127th Street East, south of 21st Street North) – Total Cost - \$42,151.08 (plus idle fund interest estimated - \$248.92). Financing to be issued at this time - \$42,400.00 (744343/468-84865/480-035).
- dd. Statement of Cost for constructing Lateral 3, Main 23 Southwest Interceptor Sewer to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) – Total Cost - \$299,098.83 (plus idle fund interest estimated - \$701.17). Financing to be issued at this time - \$299,800.00 (744344/468-84638/480-036).

STORM WATER:

- ee. Statement of Cost for constructing Storm Water Drain No. 361, Bridge Replacement (Kansas Turnpike Authority at Big Slough South) – Total Cost - \$2,250,985.78; (plus idle fund interest estimated - \$268.44, plus temporary financing estimated - \$8,345.78). Financing to be issued at this time - \$2,259,600.00 (751489/468-84636/485-380).
- ff. Statement of Cost for constructing Storm Water Drain No. 383 to serve Hampton Square 2nd Addition (north of 37th Street North, west of Maize Road) – Total Cost - \$110,163.96; (plus idle fund interest estimated - \$175.25, plus temporary financing estimated - \$460.79). Financing to be issued at this time - \$110,800.00 (751499/468-84762/485-390).
- gg. Statement of Cost for constructing Storm Water Sewer No. 662 to serve Hampton Square 2nd Addition (north of 37th Street North, west of Maize Road) – Total Cost - \$410,048.50; (plus idle fund interest estimated - \$211.39, plus temporary financing estimated - \$1,740.11). Financing to be issued at this time - \$412,000.00 (751500/468-84773/485-391).
- hh. Statement of Cost for constructing Storm Water Sewer No. 629 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$67,965.86; (plus idle fund interest estimated - \$112.91, plus temporary financing estimated - \$221.23). Financing to be issued at this time - \$68,300.00 (751505/468-84326/485-396).
- ii. Statement of Cost for constructing Storm Water Drain No. 384 to serve Sierra Hills 2nd Addition (north of Pawnee, west of 143rd Street East) – Total Cost - \$473,599.71; (plus idle fund interest estimated - \$200.20, plus temporary financing estimated - \$1,400.09). Financing to be issued at this time - \$475,200.00 (751506/468-84815/485-397).
- jj. Statement of Cost for constructing Storm Water Drain No. 667 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$151,328.92; (plus idle fund interest estimated - \$107.55, plus temporary financing estimated - \$363.53). Financing to be issued at this time - \$151,800.00 (751508/468-84833/485-399).
- kk. Statement of Cost for constructing Storm Water Sewer No. 663 to serve Glenview Addition (south of 21st Street North, west of Greenwich) – Total Cost - \$44,483.68; (plus idle fund interest

estimated - \$170.02, plus temporary financing estimated - \$146.30). Financing to be issued at this time - \$44,800.00 (751509/468-84819/485-400).

- ll. Statement of Cost for constructing Storm Water Drain No. 379 to serve Kiser West Second Addition (south of 13th Street North, west of Greenwich) – Total Cost - \$148,187.13; (plus idle fund interest estimated - \$107.08, plus temporary financing estimated - \$305.79). Financing to be issued at this time - \$148,600.00 (751510/468-84775/485-401).
- mm. Statement of Cost for constructing Storm Water Drain No. 321 to serve Krug South Commercial Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$157,869.25; (plus idle fund interest estimated - \$148.20, plus temporary financing estimated - \$282.55). Financing to be issued at this time - \$158,300.00 (751511/468-84328/485-402).
- nn. Statement of Cost for constructing Storm Water Drain No. 381 to serve Lot 1, Block 1, Remington Place Addition (south of 21st Street North, east of Webb Road) – Total Cost - \$545,722.14; (plus idle fund interest estimated - \$542.68, plus temporary financing estimated - \$335.18). Financing to be issued at this time - \$546,600.00 (751512/468-84787/485-403).
- oo. Statement of Cost for constructing Storm Water Drain No. 382 to serve Emerald Bay Estates and Emerald Bay Estates 2nd Addition (west of West Street, north of 21st Street North) – Total Cost - \$160,209.06; (plus idle fund interest estimated - \$233.09, plus temporary financing estimated - \$257.85). Financing to be issued at this time - \$160,700.00 (751513/468-84845/485-404).

PAVING:

- pp. Statement of Cost for constructing Paving on Victor and Rutan to serve Parkstone Addition (north of Douglas, east of Hillside) – Total Cost - \$2,583,978.70, (plus idle fund interest estimated - \$4,376.58, (plus temporary financing estimated - \$28,444.72). Financing to be issued at this time - \$2,616,800.00 (766166/472-84571/490-184).
- qq. Statement of Cost for constructing Paving on Yosemite and Westgate to serve Southern Ridge 4th Addition (south of Pawnee, west of Maize) – Total Cost - \$128,341.33, (plus idle fund interest estimated - \$362.69, (plus temporary financing estimated - \$99.55, minus a prepayment of \$903.57). Financing to be issued at this time - \$127,900.00 (766187/472-84343/490-205).
- rr. Statement of Cost for constructing Pavement on the north-to-south alley between Cleveland and Indiana (east of Washington, north of Douglas) – Total Cost - \$85,525.51, (plus idle fund interest estimated - \$188.22, plus temporary financing estimated - \$586.27). Financing to be issued at this time - \$86,300.00 (766255/472-84905/490-273).
- ss. Statement of Cost for constructing Paving on Graystone, Sundance, Terhune, and Ridgehurst to serve Stonebridge 2nd & 3rd Additions (north of 13th Street North, west of 159th Street East) – Total Cost - \$442,749.01, (plus idle fund interest estimated - \$142.59, plus temporary financing estimated - \$1,908.40). Financing to be issued at this time - \$444,800.00 (766264/472-84592/490-282).
- tt. Statement of Cost for constructing Paving on Weston and Havenhurst Streets to serve Hampton Square Second Addition (north of 37th Street North, west of Maize Road) – Total Cost - \$239,139.53, (plus idle fund interest estimated - \$207.22, plus temporary financing estimated - \$853.25). Financing to be issued at this time - \$240,200.00 (766267/472-85001/490-285).

- uu. Statement of Cost for constructing Lighting and Landscaping for Berkeley Square First Addition (north of 13th Street North, west of Greenwich) – Total Cost - \$135,394.45, (plus idle fund interest estimated - \$163.86, plus temporary financing estimated - \$441.69). Financing to be issued at this time - \$136,000.00 (766274/472-85039/490-292).
- vv. Statement of Cost for constructing Lighting and Landscaping for Greenwich Office Park Second Addition (north of 13th Street North, west of Greenwich) – Total Cost - \$75,749.34, (plus idle fund interest estimated - \$204.44, plus temporary financing estimated - \$246.22). Financing to be issued at this time - \$76,200.00 (766275/472-85040/490-293).
- ww. Statement of Cost for constructing Paving on Burning Tree Court and Rockhill Street to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$201,985.35, (plus idle fund interest estimated - \$123.70, plus temporary financing estimated - \$690.95). Financing to be issued at this time - \$202,800.00 (766276/472-84522/490-294).
- xx. Statement of Cost for constructing Paving on Towne East Mall Drive to serve Rockwood South Third Addition (north of Kellogg, west of Rock) – Total Cost - \$64,685.00, (plus idle fund interest estimated - \$182.46, plus temporary financing estimated - \$232.54). Financing to be issued at this time - \$65,100.00 (766277/472-85016/490-295).
- yy. Statement of Cost for constructing Paving on Woodridge to serve Woods North Third Addition (south of 29th Street North, west of 127th Street East) – Total Cost - \$390,435.24, (plus idle fund interest estimated - \$199.27, plus temporary financing estimated - \$865.49). Financing to be issued at this time - \$391,500.00 (766281/472-85046/490-298).
- zz. Statement of Cost for constructing 127th Street East from the north line of Woodspring to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) – Total Cost - \$212,563.46, (plus idle fund interest estimated - \$554.47, plus temporary financing estimated - \$82.07). Financing to be issued at this time - \$213,200.00 (766282/472-84654/490-299).
- aaa. Statement of Cost for constructing Paving on Wooddale Street to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) – Total Cost - \$142,204.47, (plus idle fund interest estimated - \$108.78, plus temporary financing estimated – \$286.75). Financing to be issued at this time - \$142,600.00 (766280/472-85056/490-302).
- bbb. Statement of Cost for constructing 21st Street North Drive Approach Relocation to serve Remington Place Addition (north of 21st Street North, east of Webb) – Total Cost - \$20,940.02, (plus idle fund interest estimated - \$159.98). Financing to be issued at this time - \$21,100.00 (766285/472-85061/490-303).
- ccc. Statement of Cost for constructing Paving on Shoreline to serve Lots 16-22 of Emerald Bay Estates Second Addition (north of 21st Street North, west of West Street) – Total Cost - \$100,132.70, (plus idle fund interest estimated - \$367.30). Financing to be issued at this time - \$100,500.00 (766286/472-84867/490-304).
- ddd. Statement of Cost for constructing Paving on Shoreline to serve Lots 23-56 of Emerald Bay Estates Second Addition (north of 21st Street North, west of West Street) – Total Cost - \$93,811.38, (plus idle fund interest estimated - \$288.62). Financing to be issued at this time - \$94,100.00 (766291/472-85072/490-309).

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90517

City Clerk
Wichita, Kansas

OCA# 735461
PPN# 470134

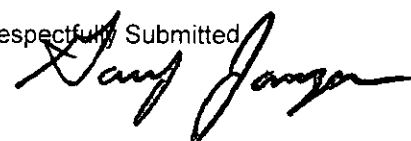
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Greenwich Business Center Addition (east of Greenwich,
south of 29th Street North)

Contract Amount	\$30,349.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$2,089.78
Administration	\$1,337.75
Engineering & Inspection	\$33,142.21
Publication	\$286.30
Abstract	\$20.00
Construction Cost	\$67,225.04
Idle Fund Interest Estimated	\$138.13
Temporary Financing Estimated	\$236.83
Subtotal	\$67,600.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$67,600.00

Respectfully Submitted



Gary Janzen, P.E., City Engineer

Property \$67,600.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$77,000.00
Increase by 1% per month after: February 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90527

OCA#

735465

PPN#

470138

City Clerk

Wichita, Kansas

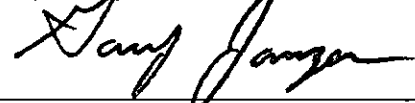
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Reeds Cove Medical Campus Addition (east of 127th Street
East, south of 21st Street North)

Contract Amount	\$30,800.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$1,400.25
Administration	\$967.58
Engineering & Inspection	\$15,942.93
Publication	\$215.85
Abstract	\$20.00
Construction Cost	<hr/> \$49,346.61
Idle Fund Interest Estimated	\$129.99
Temporary Financing Estimated	<hr/> \$223.40
Subtotal	<hr/> \$49,700.00
Main Benefit Fee (Water or Sewer projects only)	\$13,466.00
TOTAL COST	<hr/> \$63,166.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$63,166.00

Benefit Fee \$13,466.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$49,000.00

Increase by 1% per month after: May 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90533

City Clerk
Wichita, Kansas

OCA# 735469
PPN# 470142

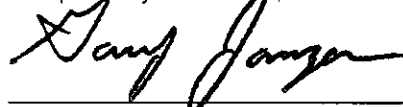
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Greenwich Business Center Addition (east of Greenwich,
south of 29th Street North)

Contract Amount	\$15,106.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$706.04
Engineering & Inspection	\$17,962.95
Publication	\$212.95
Abstract	\$20.00
Construction Cost	\$34,007.94
Idle Fund Interest Estimated	\$170.62
Temporary Financing Estimated	\$121.45
Subtotal	\$34,300.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$34,300.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$34,300.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$35,000.00

Increase by 1% per month after: July 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90535

City Clerk
Wichita, Kansas

OCA# 735470
PPN# 470143


Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve East Lynne Addition (west of 127th Street East, north of Harry)

Contract Amount	\$61,990.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$1,342.25
Administration	\$1,626.29
Engineering & Inspection	\$16,182.59
Publication	\$279.75
Abstract	\$20.00
Construction Cost	\$81,440.88
Idle Fund Interest Estimated	\$181.82
Temporary Financing Estimated	\$277.30
Subtotal	\$81,900.00
Main Benefit Fee (Water or Sewer projects only)	\$29,113.00
TOTAL COST	\$111,013.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$111,013.00

0 \$0.00
Benefit Fee \$29,113.00

September 2014
Chesney 814

15 years

Petition/Resolution Amount: \$110,000.00
Increase by 1% per month after: September 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90543

City Clerk
Wichita, Kansas

OCA#

735471

PPN#

470144

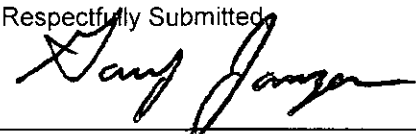
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Scenic Landscapes (south of Maple, east of Julia)

Contract Amount	\$16,832.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$1,784.04
Administration	\$551.56
Engineering & Inspection	\$8,723.50
Publication	\$218.65
Abstract	\$20.00
Construction Cost	\$28,129.75
Idle Fund Interest Estimated	\$173.90
Temporary Financing Estimated	\$96.35
Subtotal	\$28,400.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$28,400.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$28,400.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$27,560.00

Increase by 1% per month after: April 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90278

OCA#

735472

PPN#

470145

City Clerk

Wichita, Kansas

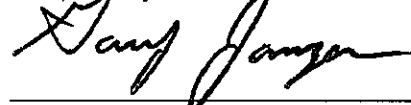
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Krug South Addition (south of 21st Street North, west of 143rd Street East)

Contract Amount	\$35,639.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,041.16
Engineering & Inspection	\$16,034.11
Publication	\$365.10
Abstract	\$20.00
Construction Cost	\$53,099.37
Idle Fund Interest Estimated	\$122.21
Temporary Financing Estimated	\$178.42
Subtotal	\$53,400.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$53,400.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$53,400.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$75,000.00

Increase by 1% per month after: March 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90549

City Clerk
Wichita, Kansas

OCA# 735473
PPN# 470146

Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Pearson Farms 3rd Addition (south of 21st Street North, west of Maize)

Contract Amount	\$9,296.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$1,460.43
Administration	\$336.40
Engineering & Inspection	\$5,832.46
Publication	\$210.90
Abstract	\$20.00
Construction Cost	\$17,156.19
Idle Fund Interest Estimated	\$186.71
Temporary Financing Estimated	\$57.10
Subtotal	\$17,400.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$17,400.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$17,400.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$22,000.00
Increase by 1% per month after: February 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90550

City Clerk
Wichita, Kansas

OCA# 735474
PPN# 470147

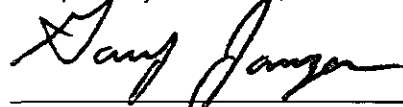
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Sierra Hills 2nd Addition (north of Pawnee, west of 143rd Street East)

Contract Amount	\$56,400.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,320.98
Engineering & Inspection	\$9,169.04
Publication	\$460.00
Abstract	\$20.00
Construction Cost	\$67,370.02
Idle Fund Interest Estimated	\$103.81
Temporary Financing Estimated	\$126.17
Subtotal	\$67,600.00
Main Benefit Fee (Water or Sewer projects only)	\$20,920.00
TOTAL COST	\$88,520.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$88,520.00

Benefit Fee \$20,920.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$72,000.00
Increase by 1% per month after: February 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90561

City Clerk
Wichita, Kansas

OCA# 735476
PPN# 470149


Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Lots 29 through 39, Block 2; Lots 11 through 19, Block 3; and Lot 10, Block 4 of Krug South Addition (south of 21st Street North, west of 143rd Street East)

Contract Amount	\$34,700.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$955.01
Engineering & Inspection	\$12,687.38
Publication	\$343.25
Abstract	\$20.00
Construction Cost	\$48,705.64
Idle Fund Interest Estimated	\$133.78
Temporary Financing Estimated	\$160.58
Subtotal	\$49,000.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$49,000.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$49,000.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$51,000.00

Increase by 1% per month after: May 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90552

City Clerk
Wichita, Kansas

OCA#

735477

PPN#

470150

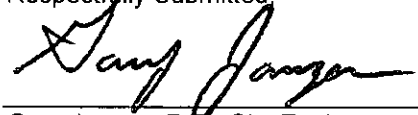
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Glenview Addition (south of 21st Street North, west of Greenwich)

Contract Amount	\$19,551.25
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$566.83
Engineering & Inspection	\$8,470.88
Publication	\$299.15
Abstract	\$20.00
Construction Cost	\$28,908.11
Idle Fund Interest Estimated	\$199.11
Temporary Financing Estimated	\$92.78
Subtotal	\$29,200.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$29,200.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$29,200.00

0 \$0.00
Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$29,000.00
Increase by 1% per month after: April 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90554

City Clerk
Wichita, Kansas

OCA# 735478
PPN# 470151

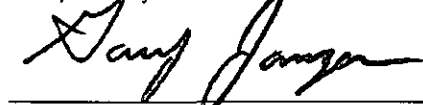
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East)

Contract Amount	\$55,000.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,366.09
Engineering & Inspection	\$12,859.52
Publication	\$425.15
Abstract	\$20.00
Construction Cost	\$69,670.76
Idle Fund Interest Estimated	\$200.87
Temporary Financing Estimated	\$228.37
Subtotal	\$70,100.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$70,100.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$70,100.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$83,000.00

Increase by 1% per month after: April 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90516

City Clerk
Wichita, Kansas

OCA# 735479
PPN# 470152

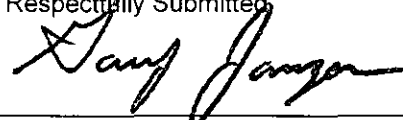
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North)

Contract Amount	\$39,549.43
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,012.38
Engineering & Inspection	\$10,770.82
Publication	\$278.80
Abstract	\$20.00
Construction Cost	\$51,631.43
Idle Fund Interest Estimated	\$168.57
Temporary Financing Estimated	\$0.00
Subtotal	\$51,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$51,800.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$51,800.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$54,500.00

Increase by 1% per month after: January 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90519

OCA# 735480

PPN# 470153

City Clerk
Wichita, Kansas

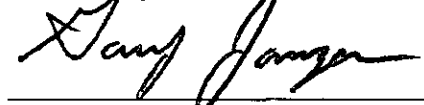
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Greenwich Business Center Addition (east of Greenwich,
south of 29th Street North)

Contract Amount	\$68,157.20
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,660.10
Engineering & Inspection	\$14,586.63
Publication	\$241.30
Abstract	\$20.00
Construction Cost	\$84,665.23
Idle Fund Interest Estimated	\$134.77
Temporary Financing Estimated	\$0.00
Subtotal	\$84,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$84,800.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$84,800.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$95,790.00

Increase by 1% per month after: February 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90537

City Clerk
Wichita, Kansas

OCA# 735481
PPN# 470154

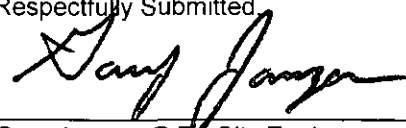
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Remington Place Addition (south of 21st Street North, east of Webb)

Contract Amount	\$42,000.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$1,251.05
Administration	\$1,185.14
Engineering & Inspection	\$15,800.19
Publication	\$185.65
Abstract	\$20.00
Construction Cost	\$60,442.03
Idle Fund Interest Estimated	\$163.72
Temporary Financing Estimated	\$94.25
Subtotal	\$60,700.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$60,700.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$60,700.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$78,000.00
Increase by 1% per month after: May 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

448-90453

City Clerk
Wichita, Kansas

OCA# 735482
PPN# 470155

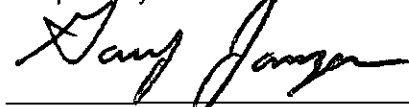
Dear City Clerk:

Following is the cost of constructing:

Water Distribution System to serve Emerald Bay Estates 2nd Addition (north of 21st Street North,
west of West Street)

Contract Amount	\$30,350.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$764.07
Engineering & Inspection	\$7,486.15
Publication	\$347.15
Abstract	\$20.00
Construction Cost	\$38,967.37
Idle Fund Interest Estimated	\$232.63
Temporary Financing Estimated	\$0.00
Subtotal	\$39,200.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$39,200.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property	\$39,200.00
0	\$0.00
Benefit Fee	0.00

September 2014
Chesney 814
15 years

Petition/Resolution Amount: \$56,000.00
Increase by 1% per month after: November 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84742

City Clerk
Wichita, Kansas

OCA# 744322
PPN# 480014

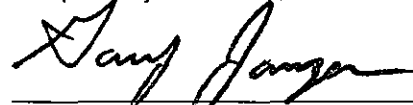
Dear City Clerk:

Following is the cost of constructing:

Lateral 173 War Industries Sewer to serve Greenwich Business Center Addition (east of
Greenwich, south of 29th Street North)

Contract Amount	\$81,966.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$2,106.26
Engineering & Inspection	\$23,085.59
Publication	\$241.30
Abstract	\$20.00
Construction Cost	\$107,419.15
Idle Fund Interest Estimated	\$206.45
Temporary Financing Estimated	\$474.40
Subtotal	\$108,100.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$108,100.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$108,100.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$108,300.00
Increase by 1% per month after: February 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84743

City Clerk
Wichita, Kansas

OCA#

744323

PPN#

480015

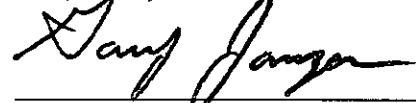
Dear City Clerk:

Following is the cost of constructing:

Lateral 174 War Industries Sewer to serve Greenwich Business Center Addition (east of
Greenwich, south of 29th Street North)

Contract Amount	\$10,179.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$487.39
Engineering & Inspection	\$11,522.05
Publication	\$148.20
Abstract	\$20.00
Construction Cost	\$22,356.64
Idle Fund Interest Estimated	\$142.77
Temporary Financing Estimated	\$100.59
Subtotal	\$22,600.00
Main Benefit Fee (Water or Sewer projects only)	\$61,659.00
TOTAL COST	\$84,259.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$84,259.00

Benefit Fee \$61,659.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$22,000.00

Increase by 1% per month after: February 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84764

City Clerk
Wichita, Kansas

OCA# 744326
PPN# 480018

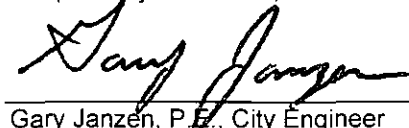
Dear City Clerk:

Following is the cost of constructing:

Lateral 10, Main 14, Four Mile Creek Sewer to serve Reeds Cove Medical Campus (east of 127th Street East, south of 21st Street North)

Contract Amount	\$17,850.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$541.45
Engineering & Inspection	\$6,484.40
Publication	\$218.25
Abstract	\$20.00
Construction Cost	\$25,114.10
Idle Fund Interest Estimated	\$166.00
Temporary Financing Estimated	\$119.90
Subtotal	\$25,400.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$25,400.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$25,400.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$33,000.00
Increase by 1% per month after: May 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84813

City Clerk
Wichita, Kansas

OCA#

744330

PPN#

480022

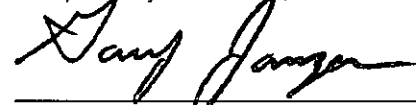
Dear City Clerk:

Following is the cost of constructing:

Lateral 538, Southwest Interceptor Sewer, to serve Pearson Farms Third Addition (south of 21st Street North, west of Maize)

Contract Amount	\$11,625.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$332.41
Engineering & Inspection	\$4,788.37
Publication	\$186.90
Abstract	\$20.00
Construction Cost	\$16,952.68
Idle Fund Interest Estimated	\$193.79
Temporary Financing Estimated	\$53.53
Subtotal	\$17,200.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$17,200.00

Respectfully Submitted,



Gary Janzen, R.E., City Engineer

Property \$17,200.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$28,000.00

Increase by 1% per month after: February 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84814

City Clerk
Wichita, Kansas

OCA#

744331

PPN#

480023

Dear City Clerk:

Following is the cost of constructing:

Lateral 4, Main 21, Four Mile Creek Sewer to serve Sierra Hills Second Addition (north of Pawnee, west of 143rd Street East)

Contract Amount	\$108,654.99
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$922.21
Administration	\$2,772.99
Engineering & Inspection	\$28,520.94
Publication	\$531.20
Abstract	\$20.00
Construction Cost	\$141,422.33
Idle Fund Interest Estimated	\$377.67
Temporary Financing Estimated	\$0.00
Subtotal	\$141,800.00
Main Benefit Fee (Water or Sewer projects only)	\$48,288.00
TOTAL COST	\$190,088.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$190,088.00

Benefit Fee \$48,288.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$132,000.00

Increase by 1% per month after: February 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84820

City Clerk
Wichita, Kansas

OCA#

744332

PPN#

480024

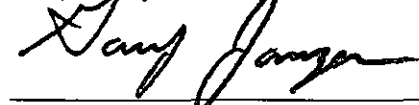
Dear City Clerk:

Following is the cost of constructing:

Lateral 155, Main 4, Sanitary Sewer No. 23 to serve Jones Park Addition (north of 33rd Street,
west of Fairview)

Contract Amount	\$6,100.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$252.21
Engineering & Inspection	\$6,183.47
Publication	\$307.00
Abstract	\$20.00
Construction Cost	\$12,862.68
Idle Fund Interest Estimated	\$137.32
Temporary Financing Estimated	\$0.00
Subtotal	\$13,000.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$13,000.00

Respectfully Submitted



Gary Janzen, P.E., City Engineer

Property \$13,000.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$14,500.00

Increase by 1% per month after: February 1, 2013

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84322

City Clerk
Wichita, Kansas

OCA# 744335
PPN# 480027

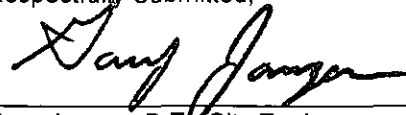
Dear City Clerk:

Following is the cost of constructing:

Lateral 8, Main 14, Four Mile Creek Sewer to serve Krug South Addition (south of 21st Street
North, west of 143rd Street East)

Contract Amount	\$88,050.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$2,446.51
Engineering & Inspection	\$33,961.06
Publication	\$294.50
Abstract	\$20.00
Construction Cost	\$124,772.07
Idle Fund Interest Estimated	\$212.93
Temporary Financing Estimated	\$415.00
Subtotal	\$125,400.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$125,400.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$125,400.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$179,000.00
Increase by 1% per month after: January 1, 2007

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84818

City Clerk
Wichita, Kansas

OCA# 744336
PPN# 480028


Dear City Clerk:

Following is the cost of constructing:

Lateral 13, Main 16 Four Mile Creek Sewer to serve Glenview Addition (south of 21st Street
North, west of Greenwich)

Contract Amount	\$46,000.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,298.97
Engineering & Inspection	\$18,660.67
Publication	\$268.00
Abstract	\$20.00
Construction Cost	\$66,247.64
Idle Fund Interest Estimated	\$131.13
Temporary Financing Estimated	\$221.23
Subtotal	\$66,600.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$66,600.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$66,600.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$68,000.00
Increase by 1% per month after: April 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84821

City Clerk
Wichita, Kansas

OCA# 744337

PPN# 480029

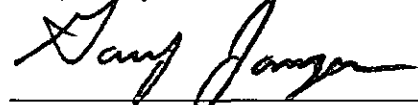
Dear City Clerk:

Following is the cost of constructing:

Lateral 429, Four Mile Creek Sewer, to serve Woods North Third Addition (south of 29th Street North, west of 127th Street East)

Contract Amount	\$87,128.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$2,122.80
Engineering & Inspection	\$18,517.93
Publication	\$473.95
Abstract	\$20.00
Construction Cost	\$108,262.68
Idle Fund Interest Estimated	\$184.05
Temporary Financing Estimated	\$353.27
Subtotal	\$108,800.00
Main Benefit Fee (Water or Sewer projects only)	\$18,745.00
TOTAL COST	\$127,545.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$99,595.52

Sewer Utility Fund \$9,204.48

Benefit Fee \$18,745.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$130,000.00

Increase by 1% per month after: April 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84735

City Clerk
Wichita, Kansas

OCA# 744338

PPN# 480030

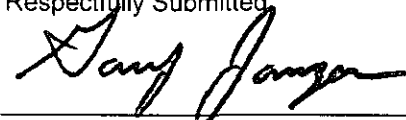
Dear City Clerk:

Following is the cost of constructing:

Lateral 169 War Industries Sewer to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North)

Contract Amount	\$10,760.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$335.81
Engineering & Inspection	\$5,865.38
Publication	\$145.00
Abstract	\$20.00
Construction Cost	\$17,126.19
Idle Fund Interest Estimated	\$173.81
Temporary Financing Estimated	\$0.00
Subtotal	\$17,300.00
Main Benefit Fee (Water or Sewer projects only)	\$99,694.00
TOTAL COST	\$116,994.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$116,994.00

Benefit Fee 99,694.00

September 2014
Chesney 814

15 years

Petition/Resolution Amount: \$25,900.00
Increase by 1% per month after: January 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84840

City Clerk
Wichita, Kansas

OCA# 744339
PPN# 480031

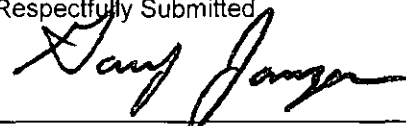
Dear City Clerk:

Following is the cost of constructing:

Lateral 171, Sanitary Sewer No. 22 to serve 1218 and 1226 West 33rd Street North (north of 33rd Street North, east of Amidon)

Contract Amount	\$13,566.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$368.32
Engineering & Inspection	\$14,536.87
Publication	\$293.05
Abstract	\$20.00
Construction Cost	\$28,784.24
Idle Fund Interest Estimated	\$215.76
Temporary Financing Estimated	\$0.00
Subtotal	\$29,000.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$29,000.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$29,000.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$25,000.00

Increase by 1% per month after: June 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84786

City Clerk
Wichita, Kansas

OCA# 744340
PPN# 480032

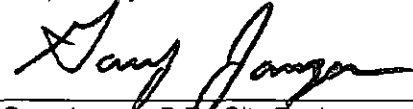
Dear City Clerk:

Following is the cost of constructing:

Lateral 59, Main 24 War Industries Sewer to serve Remington Place Addition (south of 21st Street North, east of Webb)

Contract Amount	\$78,681.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,989.80
Engineering & Inspection	\$20,422.81
Publication	\$366.25
Abstract	\$20.00
Construction Cost	\$101,479.86
Idle Fund Interest Estimated	\$320.14
Temporary Financing Estimated	\$0.00
Subtotal	\$101,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$101,800.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$101,800.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$107,000.00

Increase by 1% per month after: May 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84847

City Clerk
Wichita, Kansas

OCA# 744342
PPN# 480034

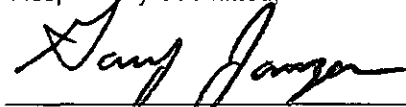
Dear City Clerk:

Following is the cost of constructing:

Lateral 11, Main 14, Four Mile Creek Sewer to serve Krug South Second Addition (south of 21st Street North, west of 143rd Street East)

Contract Amount	\$8,200.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$287.49
Engineering & Inspection	\$5,781.71
Publication	\$372.70
Abstract	\$20.00
Construction Cost	\$14,661.90
Idle Fund Interest Estimated	\$138.10
Temporary Financing Estimated	\$0.00
Subtotal	\$14,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$14,800.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$14,800.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$16,000.00
Increase by 1% per month after: September 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84865

City Clerk
Wichita, Kansas

OCA# 744343
PPN# 480035

Dear City Clerk:

Following is the cost of constructing:

Lateral 12, Main 14 Four Mile Creek Sewer to serve Lakeside Acres First Addition (west of 127th Street East, south of 21st Street North)

Contract Amount	\$30,450.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$826.49
Engineering & Inspection	\$10,334.84
Publication	\$519.75
Abstract	\$20.00
Construction Cost	\$42,151.08
Idle Fund Interest Estimated	\$248.92
Temporary Financing Estimated	\$0.00
Subtotal	\$42,400.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$42,400.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$42,400.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$83,000.00

Increase by 1% per month after: December 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84638

City Clerk
Wichita, Kansas

OCA# 744344
PPN# 480036

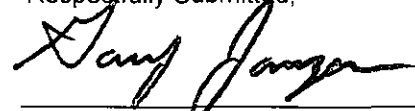
Dear City Clerk:

Following is the cost of constructing:

Lateral 3, Main 23 Southwest Interceptor Sewer to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street)

Contract Amount	\$251,591.15
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$5,864.68
Engineering & Inspection	\$41,118.25
Publication	\$504.75
Abstract	\$20.00
Construction Cost	\$299,098.83
Idle Fund Interest Estimated	\$701.17
Temporary Financing Estimated	\$0.00
Subtotal	\$299,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$299,800.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$299,800.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$303,000.00

Increase by 1% per month after: November 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84636

City Clerk
Wichita, Kansas

OCA# 751489
PPN# 485380

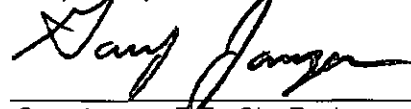
Dear City Clerk:

Following is the cost of constructing:

Storm Water Drain No. 361 - Bridge Replacement (Kansas Turnpike Authority at Big Slough South)

Contract Amount	\$1,904,120.96
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$45,019.33
Engineering & Inspection	\$301,407.99
Publication	\$417.50
Abstract	\$20.00
Construction Cost	\$2,250,985.78
Idle Fund Interest Estimated	\$268.44
Temporary Financing Estimated	\$8,345.78
Subtotal	\$2,259,600.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$2,259,600.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property	\$813,456.00
GO Bonds	\$1,446,144.00
Benefit Fee	\$0.00

September 2014
Chesney 814

15 years

Petition/Resolution Amount:	\$2,500,000.00
Increase by 1% per month after:	October 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84762

City Clerk
Wichita, Kansas

OCA#

751499

PPN#

485390

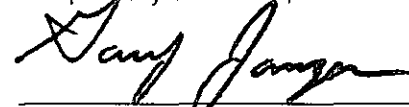
Dear City Clerk:

Following is the cost of constructing:

Storm Water Drain No. 383 to serve Hampton Square 2nd Addition (north of 37th Street North,
west of Maize Road)

Contract Amount	\$90,840.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$2,326.74
Engineering & Inspection	\$16,447.07
Publication	\$530.15
Abstract	\$20.00
Construction Cost	\$110,163.96
Idle Fund Interest Estimated	\$175.25
Temporary Financing Estimated	\$460.79
Subtotal	\$110,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$110,800.00

Respectfully Submitted,



Gary Janzen, R.E., City Engineer

Property \$110,800.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$108,000.00

Increase by 1% per month after: December 1, 2010

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84773

City Clerk
Wichita, Kansas

OCA# 751500
PPN# 485391

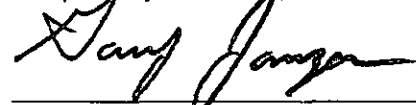
Dear City Clerk:

Following is the cost of constructing:

Storm Water Sewer No. 662 to serve Hampton Square 2nd Addition (north of 37th Street North,
west of Maize Road)

Contract Amount	\$336,913.25
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$8,765.66
Engineering & Inspection	\$64,021.09
Publication	\$328.50
Abstract	\$20.00
Construction Cost	\$410,048.50
Idle Fund Interest Estimated	\$211.39
Temporary Financing Estimated	\$1,740.11
Subtotal	\$412,000.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$412,000.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$412,000.00

Benefit Fee \$0.00

September 2014
Chesney 814

15 years

Petition/Resolution Amount: \$596,000.00
Increase by 1% per month after: May 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84326

City Clerk
Wichita, Kansas

OCA#

751505

PPN#

485396


Dear City Clerk:

Following is the cost of constructing:

Storm Water Sewer No. 629 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East)

Contract Amount	\$48,208.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,332.66
Engineering & Inspection	\$18,111.40
Publication	\$293.80
Abstract	\$20.00
Construction Cost	\$67,965.86
Idle Fund Interest Estimated	\$112.91
Temporary Financing Estimated	\$221.23
Subtotal	\$68,300.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$68,300.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$68,300.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$85,000.00

Increase by 1% per month after: March 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84815

City Clerk
Wichita, Kansas

OCA#

751506

PPN#

485397

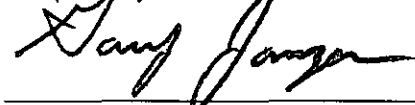
Dear City Clerk:

Following is the cost of constructing:

Storm Water Drain No. 384 to serve Sierra Hills 2nd Addition (north of Pawnee, west of 143rd Street East)

Contract Amount	\$420,454.91
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$9,286.27
Engineering & Inspection	\$43,032.78
Publication	\$805.75
Abstract	\$20.00
Construction Cost	\$473,599.71
Idle Fund Interest Estimated	\$200.20
Temporary Financing Estimated	\$1,400.09
Subtotal	\$475,200.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$475,200.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$475,200.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$518,000.00

Increase by 1% per month after: February 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84833

City Clerk
Wichita, Kansas

OCA# 751508
PPN# 485399


Dear City Clerk:

Following is the cost of constructing:

Storm Water Drain No. 667 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East)

Contract Amount	\$119,342.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$2,967.23
Engineering & Inspection	\$28,427.29
Publication	\$572.40
Abstract	\$20.00
Construction Cost	\$151,328.92
Idle Fund Interest Estimated	\$107.55
Temporary Financing Estimated	\$363.53
Subtotal	\$151,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$151,800.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$151,800.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$153,000.00

Increase by 1% per month after: May 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84819

OCA#

751509

PPN#

485400

City Clerk

Wichita, Kansas

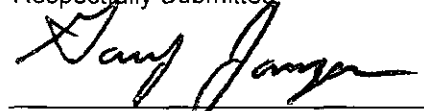
Dear City Clerk:

Following is the cost of constructing:

Storm Water Sewer No. 663 to serve Glenview Addition (south of 21st Street North, west of Greenwich)

Contract Amount	\$29,800.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$872.23
Engineering & Inspection	\$13,525.25
Publication	\$266.20
Abstract	\$20.00
Construction Cost	\$44,483.68
Idle Fund Interest Estimated	\$170.02
Temporary Financing Estimated	\$146.30
Subtotal	\$44,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$44,800.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$44,800.00

0 \$0.00
Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$80,000.00
Increase by 1% per month after: April 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84775

City Clerk
Wichita, Kansas

OCA# 751510

PPN# 485401

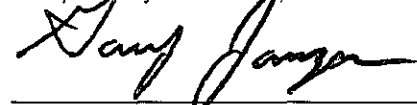
Dear City Clerk:

Following is the cost of constructing:

Storm Water Drain No. 379 to serve Kiser West Second Addition (south of 13th Street North,
west of Greenwich)

Contract Amount	\$117,310.61
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$2,905.63
Engineering & Inspection	\$27,755.64
Publication	\$195.25
Abstract	\$20.00
Construction Cost	\$148,187.13
Idle Fund Interest Estimated	\$107.08
Temporary Financing Estimated	\$305.79
Subtotal	\$148,600.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$148,600.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$148,600.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$202,000.00

Increase by 1% per month after: June 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84328

City Clerk
Wichita, Kansas

OCA#

751511

PPN#

485402

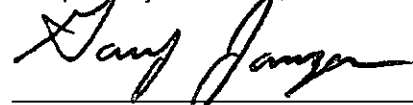
Dear City Clerk:

Following is the cost of constructing:

Storm Water Drain No. 321 to serve Krug South Commercial Addition (south of 21st Street North,
west of 143rd Street East)

Contract Amount	\$135,487.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$3,095.48
Engineering & Inspection	\$19,098.47
Publication	\$168.30
Abstract	\$20.00
Construction Cost	\$157,869.25
Idle Fund Interest Estimated	\$148.20
Temporary Financing Estimated	\$282.55
Subtotal	\$158,300.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$158,300.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$158,300.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$130,000.00

Increase by 1% per month after: January 1, 2007

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84787

City Clerk
Wichita, Kansas

OCA# 751512
PPN# 485403

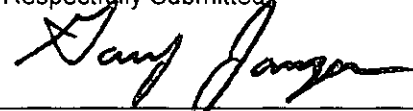
Dear City Clerk:

Following is the cost of constructing:

Storm Water Drain No. 381 to serve Lot 1, Block 1, Remington Place Addition (south of 21st Street North, east of Webb Road)

Contract Amount	\$169,657.25
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$10,700.43
Engineering & Inspection	\$365,085.01
Publication	\$259.45
Abstract	\$20.00
Construction Cost	\$545,722.14
Idle Fund Interest Estimated	\$542.68
Temporary Financing Estimated	\$335.18
Subtotal	\$546,600.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$546,600.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$546,600.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$495,000.00

Increase by 1% per month after: November 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

468-84845

City Clerk
Wichita, Kansas

OCA# 751513
PPN# 485404

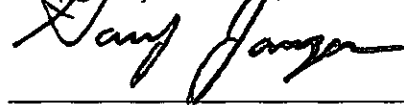
Dear City Clerk:

Following is the cost of constructing:

Storm Water Drain No.382 to serve Emerald Bay Estates and Emerald Bay Estates 2nd Addition
(west of West Street, north of 21st Street North)

Contract Amount	\$134,331.50
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$3,141.35
Engineering & Inspection	\$22,437.46
Publication	\$278.75
Abstract	\$20.00
Construction Cost	\$160,209.06
Idle Fund Interest Estimated	\$233.09
Temporary Financing Estimated	\$257.85
Subtotal	\$160,700.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$160,700.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$160,700.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$160,000.00

Increase by 1% per month after: July 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

May 6, 2014

472-84571

City Clerk
Wichita, Kansas

OCA# 766166
PPN# 490184

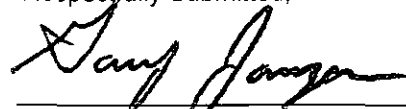
Dear City Clerk:

Following is the cost of constructing:

Paving and improvements on Victor from Hillside Avenue to the east line of Parkstone Addition and Rutan from Douglas to First Street and parking on the south side of First Street from the west line of Parkstone Addition to the east line of Parkstone Addition.

Contract Amount	\$2,087,296.94
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$74,485.98
Engineering & Inspection	\$421,134.76
Publication	\$1,041.02
Abstract	\$20.00
Construction Cost	\$2,583,978.70
Idle Fund Interest Estimated	\$4,376.58
Temporary Financing Estimated	\$28,444.72
Subtotal	\$2,616,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$2,616,800.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property	\$844,179.68
TIF	\$1,772,620.32
Benefit Fee	\$0.00

September 2014
Chesney 814
15 years

Petition/Resolution Amount:	\$2,945,000.00
Increase by 1% per month after:	July 1, 2009

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-84343

City Clerk
Wichita, Kansas

OCA# 766187
PPN# 490205

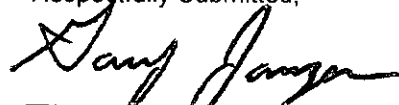
Dear City Clerk:

Following is the cost of constructing:

Paving on Yosemite and Westgate to serve Southern Ridge 4th Addition (south of Pawnee, west of Maize)

Contract Amount	\$107,113.57
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$2,516.50
Engineering & Inspection	\$18,301.46
Publication	\$389.80
Abstract	\$20.00
Construction Cost	\$128,341.33
Idle Fund Interest Estimated	\$362.69
Temporary Financing Estimated	\$99.55
Subtotal	\$128,803.57
Prepayment	(\$903.57)
TOTAL COST	\$127,900.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$127,900.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$155,000.00
Increase by 1% per month after: December 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-84905

City Clerk
Wichita, Kansas

OCA# 766255
PPN# 490273

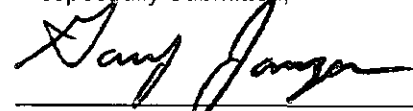
Dear City Clerk:

Following is the cost of constructing:

Pavement on the north-to-south alley between Cleveland and Indiana (east of Washington, north of Douglas)

Contract Amount	\$64,502.50
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,882.85
Engineering & Inspection	\$18,833.16
Publication	\$287.00
Abstract	\$20.00
Construction Cost	\$85,525.51
Idle Fund Interest Estimated	\$188.22
Temporary Financing Estimated	\$586.27
Subtotal	\$86,300.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$86,300.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$86,300.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$123,600.00

Increase by 1% per month after: July 1, 2010

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-84592

City Clerk
Wichita, Kansas

OCA# 766264
PPN# 490282

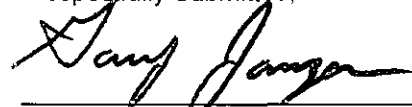
Dear City Clerk:

Following is the cost of constructing:

Paving on Graystone, Sundance, Terhune, and Ridgehurst to serve Stonebridge 2nd & 3rd
Additions (north of 13th Street North, west of 159th Street East)

Contract Amount	\$365,681.90
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$8,681.35
Engineering & Inspection	\$67,791.21
Publication	\$574.55
Abstract	\$20.00
Construction Cost	\$442,749.01
Idle Fund Interest Estimated	\$142.59
Temporary Financing Estimated	\$1,908.40
Subtotal	\$444,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$444,800.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$444,800.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$589,000.00

Increase by 1% per month after: May 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-85001

City Clerk
Wichita, Kansas

OCA# 766267
PPN# 490285

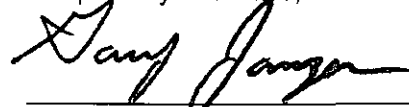
Dear City Clerk:

Following is the cost of constructing:

Paving on Weston and Havenhurst Streets to serve Hampton Square Second Addition (north of 37th Street North, west of Maize Road)

Contract Amount	\$198,796.61
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$4,757.64
Engineering & Inspection	\$35,263.18
Publication	\$302.10
Abstract	\$20.00
Construction Cost	\$239,139.53
Idle Fund Interest Estimated	\$207.22
Temporary Financing Estimated	\$853.25
Subtotal	\$240,200.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$240,200.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$240,200.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$310,000.00

Increase by 1% per month after: May 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-85039

City Clerk
Wichita, Kansas

OCA# 766274
PPN# 490292

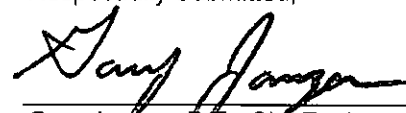
Dear City Clerk:

Following is the cost of constructing:

Lighting and Landscaping for Berkeley Square First Addition (north of 13th Street North, west of Greenwich)

Contract Amount	\$108,675.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$2,654.79
Engineering & Inspection	\$23,635.31
Publication	\$409.35
Abstract	\$20.00
Construction Cost	\$135,394.45
Idle Fund Interest Estimated	\$163.86
Temporary Financing Estimated	\$441.69
Subtotal	\$136,000.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$136,000.00

Respectfully Submitted,


Gary Janzen, P.E., City Engineer

Property \$136,000.00

Benefit Fee \$0.00

September 2014
Chesney 814

15 years

Petition/Resolution Amount: \$233,000.00
Increase by 1% per month after: January 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-85040

OCA#

766275

PPN#

490293

City Clerk

Wichita, Kansas

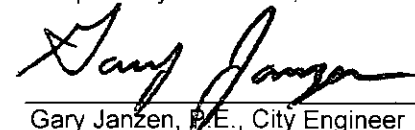
Dear City Clerk:

Following is the cost of constructing:

Lighting and Landscaping for Greenwich Office Park Second Addition (north of 13th Street North,
west of Greenwich)

Contract Amount	\$63,597.50
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,485.28
Engineering & Inspection	\$10,204.81
Publication	\$441.75
Abstract	\$20.00
Construction Cost	\$75,749.34
Idle Fund Interest Estimated	\$204.44
Temporary Financing Estimated	\$246.22
Subtotal	\$76,200.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$76,200.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$76,200.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$122,000.00

Increase by 1% per month after: January 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-84522

City Clerk
Wichita, Kansas

OCA# 766276
PPN# 490294

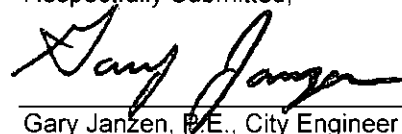
Dear City Clerk:

Following is the cost of constructing:

Paving on Burning Tree Court and Rockhill Street to serve Krug South Addition (south of 21st Street North, west of 143rd Street East)

Contract Amount	\$156,941.58
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$3,960.50
Engineering & Inspection	\$40,569.62
Publication	\$493.65
Abstract	\$20.00
Construction Cost	\$201,985.35
Idle Fund Interest Estimated	\$123.70
Temporary Financing Estimated	\$690.95
Subtotal	\$202,800.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$202,800.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$202,800.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$217,000.00
Increase by 1% per month after: March 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-85016

City Clerk
Wichita, Kansas

OCA# 766277
PPN# 490295

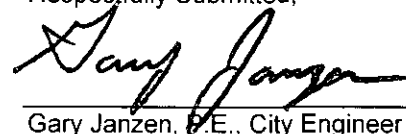
Dear City Clerk:

Following is the cost of constructing:

Paving on Towne East Mall Drive to serve Rockwood South Third Addition (north of Kellogg, west of Rock)

Contract Amount	\$51,700.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,268.33
Engineering & Inspection	\$11,431.12
Publication	\$265.55
Abstract	\$20.00
Construction Cost	\$64,685.00
Idle Fund Interest Estimated	\$182.46
Temporary Financing Estimated	\$232.54
Subtotal	\$65,100.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$65,100.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$65,100.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$92,000.00
Increase by 1% per month after: October 1, 2011

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-85046

City Clerk
Wichita, Kansas

OCA# 766281
PPN# 490298

Dear City Clerk:

Following is the cost of constructing:

Paving on Woodridge to serve Woods North Third Addition (south of 29th Street North, west of 127th Street East)

Contract Amount	\$338,505.70
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$7,655.59
Engineering & Inspection	\$43,391.15
Publication	\$862.80
Abstract	\$20.00
Construction Cost	\$390,435.24
Idle Fund Interest Estimated	\$199.27
Temporary Financing Estimated	\$865.49
Subtotal	\$391,500.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$391,500.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$391,500.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$449,000.00

Increase by 1% per month after: April 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-84654

City Clerk
Wichita, Kansas

OCA# 766282
PPN# 490299

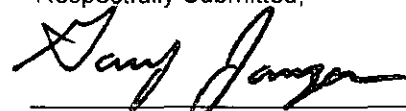
Dear City Clerk:

Following is the cost of constructing:

127th Street East from the north line of Woodspring to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East)

Contract Amount	\$165,499.75
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$4,167.91
Engineering & Inspection	\$41,546.15
Publication	\$1,329.65
Abstract	\$20.00
Construction Cost	\$212,563.46
Idle Fund Interest Estimated	\$554.47
Temporary Financing Estimated	\$82.07
Subtotal	\$213,200.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$213,200.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$213,200.00

None
Benefit Fee 0.00

September 2014
Chesney 814
15 years

Petition/Resolution Amount: \$161,000.00
Increase by 1% per month after: February 1, 2008

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-85056

City Clerk
Wichita, Kansas

OCA# 766280
PPN# 490302

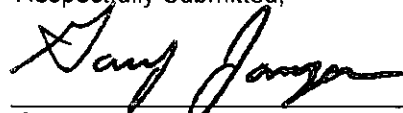
Dear City Clerk:

Following is the cost of constructing:

Paving on Wooddale Street to serve Krug South Addition (south of 21st Street North, west of 143rd Street East)

Contract Amount	\$119,478.60
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$2,788.32
Engineering & Inspection	\$19,526.45
Publication	\$391.10
Abstract	\$20.00
Construction Cost	\$142,204.47
Idle Fund Interest Estimated	\$108.78
Temporary Financing Estimated	\$286.75
Subtotal	\$142,600.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$142,600.00

Respectfully Submitted,



Gary Janzen, R.E., City Engineer

Property \$142,600.00

None \$0.00

Benefit Fee \$0.00

September 2014

Chesney 814

15

Petition/Resolution Amount: \$161,000.00

Increase by 1% per month after: May 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-85061

City Clerk
Wichita, Kansas

OCA# 766285
PPN# 490303

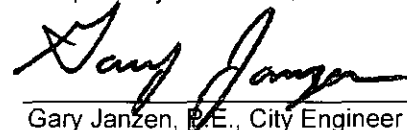
Dear City Clerk:

Following is the cost of constructing:

21st Street North Drive Approach Relocation to serve Remington Place Addition (north of 21st Street North, east of Webb)

Contract Amount	\$14,951.00
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$410.59
Engineering & Inspection	\$5,360.78
Publication	\$197.65
Abstract	\$20.00
Construction Cost	<u>\$20,940.02</u>
Idle Fund Interest Estimated	\$159.98
Temporary Financing Estimated	<u>\$0.00</u>
Subtotal	\$21,100.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	<u>\$21,100.00</u>

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$21,100.00

Benefit Fee 0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$23,000.00
Increase by 1% per month after: May 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-84867

City Clerk
Wichita, Kansas

OCA# 766286
PPN# 490304

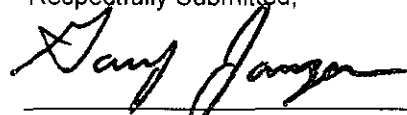
Dear City Clerk:

Following is the cost of constructing:

Paving on Shoreline to serve Lots 16-22 of Emerald Bay Estates Second Addition (north of 21st Street North, west of West Street)

Contract Amount	\$78,194.15
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,963.39
Engineering & Inspection	\$19,705.01
Publication	\$250.15
Abstract	\$20.00
Construction Cost	\$100,132.70
Idle Fund Interest Estimated	\$367.30
Temporary Financing Estimated	\$0.00
Subtotal	\$100,500.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$100,500.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$100,500.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$108,000.00

Increase by 1% per month after: July 1, 2012

PROJECT STATEMENT OF COST

Approved /Accepted by City Council

Wichita, Kansas

January 7, 2014

472-85072

City Clerk
Wichita, Kansas

OCA# 766291
PPN# 490309

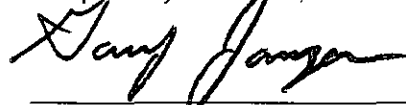
Dear City Clerk:

Following is the cost of constructing:

Paving on Shoreline to serve Lots 23-56 of Emerald Bay Estates Second Addition (north of 21st Street North, west of West Street)

Contract Amount	\$85,441.35
Measured Items - Driveways	\$0.00
Water Department Parts and Installation	\$0.00
Administration	\$1,839.44
Engineering & Inspection	\$6,109.09
Publication	\$401.50
Abstract	\$20.00
Construction Cost	\$93,811.38
Idle Fund Interest Estimated	\$288.62
Temporary Financing Estimated	\$0.00
Subtotal	\$94,100.00
Main Benefit Fee (Water or Sewer projects only)	\$0.00
TOTAL COST	\$94,100.00

Respectfully Submitted,



Gary Janzen, P.E., City Engineer

Property \$94,100.00

Benefit Fee \$0.00

September 2014

Chesney 814

15 years

Petition/Resolution Amount: \$118,000.00

Increase by 1% per month after: November 1, 2012

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Quivira Council Over The Edge (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure the event promoter Ryan Heikes, Boy Scouts of America Quivira Council is coordinating the Quivira Council Over The Edge with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Quivira Council Over The Edge May 9, 2014 12:00 pm – 4:00 pm and May 10, 2014 7:00 am – 6:00 pm

- Douglas Avenue, Broadway Street to Topeka Street, eastbound curbside lane only

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Girls on the Run Spring 5K (Districts I, V and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Trevor Dormstetter , GoRace, Inc. is coordinating Girls on the Run Spring 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Girls on the Run Spring 5K May 10, 2014 8:30 am – 11:00 am

- Lewis-Waterman Street, McLean Boulevard to Water Street
- McLean Boulevard, Lincoln Street to Douglas Avenue
- Maple Street, McLean Boulevard to Sycamore Street
- Sycamore Street, Maple Street to Douglas Avenue
- Douglas Avenue, Sycamore Street to McLean Boulevard

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Get Your Rear in Gear Wichita (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter JJ Sorochty, Colon Cancer Coalition Foundation is coordinating the Get Your Rear in Gear Wichita with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Get Your Rear in Gear Wichita May 25, 2014 5:00 pm – 10:00 pm

- First Street, Emporia Street to Mosley Street
- Rock Island Street, First Street to Second Street
- Second Street, Rock Island Street to Mead Street
- Second Street, Mead Street to Emporia Street
- Emporia Street, Central Avenue to Douglas Avenue
- Douglas Avenue, Emporia Street to St. Francis Street - west bound curb side lane only
- St. Francis Street, Douglas Avenue to Second Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Victory in the Valley East Meets West Walk/Run
(District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Diana Thomi, Victory in the Valley is coordinating the Victory in the Valley East Meets West Walk/ Run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Victory in the Valley East Meets West Walk/ Run May 17, 2014 7:30 am – 9:30 am

- Second Street, Waco Street to McLean Boulevard, west bound lanes only

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 for Improvements to The Ranch Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 1.

Background: On November 19, 2013, the City Council approved an agreement with Baughman Company, P.A. for the design of improvements to The Ranch Addition, located on the southwest corner of 21st Street North and 159th Street East. The approved design fee was \$80,200.

Analysis: The proposed supplemental agreement provides for staking, inspection, and as-built services as required by the City's engineering standards. The original design agreement included a provision which allowed the City to add such services as needed. Staff requests the City Council approve the addition of these services as current City staffing levels are not sufficient to internally meet the demand on this and other projects. Supplemental Agreement No. 1 has been prepared to authorize Baughman to provide the needed services.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$38,500. Funding is available in the existing approved budget. The funding source is special assessments.

Legal Considerations: The Law Department has reviewed and approved Supplemental Agreement No. 1 as to form.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEMBER 19, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated November 19, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **STORM WATER DRAIN NO. 391 TO SERVE THE RANCH ADDITION** (Project No.468-84921_751523).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, INSPECTION & AS-BUILT

(as per the City of Wichita Standard Construction Engineering Practices)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$38,500.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2014.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name and Title)

ATTEST:

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: City Wide Aerial Photography Services Update

INITIATED BY: Information Technology

AGENDA: Consent

Recommendation: Approve the expenditure for updating aerial photography services and the contract with Aerial Services, Inc.

Background: With the continued growth and changes in Wichita, it is necessary to replace existing aerial photography. Citywide aerial photography is typically updated once every three years, and serves as the base layer from which all other Geographic Information System (GIS) layers are created and maintained. Multiple departments including Metropolitan Area Building & Construction, Fire, and Police rely upon up to date aerial photography on a daily basis. City departments also use aerial photography for a variety of projects and presentations. Sedgwick County will be partnering with the City of Wichita in this project, but contracting separately with Aerial Services, Inc., in an effort to minimize data collection costs.

Analysis: Maintaining up-to-date aerial photography is critical for the Public Works & Utilities Department, which includes the three utility divisions, for mapping and planning of future growth. Additionally, current aerial photography provides advantages such as studies of growth, for areas requiring transportation adjustments, as well as the establishment and tracking of Equivalent Residential Unit fees. The staff screening and selection committee, comprised of four City staff and three County staff, reviewed 12 proposals. Aerial Services, Inc.'s proposal met all of the evaluation criteria, excelling in the areas of cost, ability to meet the City's timeline, and examples of previous work. The committee unanimously selected Aerial Services, Inc.

Financial Considerations: The City of Wichita is obligated for \$35,641. The United States Geological Survey will reimburse Sedgwick County and the City of Wichita \$19,751, and will pay the entire amount to Sedgwick County. Sedgwick County has agreed through a Memorandum of Understanding (MOU) to reimburse the City of Wichita a total amount of \$9,060. The remaining amount of \$26,581 will be paid by the Water Utility fund (68%) and the Stormwater Utility fund (32%). The MOU with Sedgwick County was approved by the City Manager on March 28, 2014. The net cost to the City will be \$26,581.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the contract with Aerial Services, Inc.; 2) authorize the CIP expenditure, and 3) authorize the necessary signatures.

Attachments: Aerial Photography 2014 Contract, Aerial Photography 2014 MOU Sedgwick County

Total Cost of Project

Items 1, 2 & 3	\$32,641.00
WAMPO	2,000.00
Option 1	<u>1,000.00</u>
Project Total	\$35,641.00

March 1, 2014

A non-refundable deposit (for mobilization of ground control & flight) will be required \$6,691.50

Monthly Billings for work completed thru final delivery

Shipping costs for partial deliveries, if requested by the client, will be in addition to the project total and all items will be shipped UPS ground unless otherwise requested by the Client.

Note 1. Any changes requested after contract signing will result in a minimum charge of \$150 plus \$150 per hour to implement the requested changes.

Note 2. A charge of \$150 per hour will be assessed for each hour of time necessary to resolve any errors or other problems associated with the field control supplied by the client or its representative.

Note 3. All services will be billed as work progresses.

Note 4. Our terms are as follows: Net 30 days - 1.5% per month on all accounts over 30 days, \$3 minimum; unless otherwise specified by the client at time of contract.

Note 5. In the event the project is delayed for more than 30 days by client after execution of this Agreement, Aerial Services reserves the exclusive right to change the above proposed prices.

AERIAL SERVICES, INC.

The City of Wichita, Kansas

Kirk Fisher

Vice President of Operations & CFO

Date: February 25, 2014

Agreed to by: _____

Title Mayor

Date: _____

The above instrument approved as to form

this 9th day of April, 2014

Gary Chertoff
City Attorney

Attest:

Karen Sublett, City Clerk

Date: _____

Professional Services Contract for 2014 Digital Orthophotography for City of Wichita, KS

1. Warranty. All work performed under this Agreement shall be in compliance with the National Standard for Spatial Data Accuracy Standards. Standard use of photogrammetric compiled maps dictate that the maps be field checked as to their accuracies prior to use. Methods for testing photogrammetric maps are outlined in the "Federal Geographic Data Committee Geospatial Positioning Accuracy Standards. Part 3: National Standard for Spatial Data Accuracy Appendix 3-B (informative): Horizontal Accuracy Computations". (FGDC-STD-007.3-1998)

Any errors or omissions of data within the area mapped should be reported to Aerial Services, Inc. ("ASI"). If ASI receives no notification of errors or omissions within 90 days of receipt of the mapping, the mapping shall be considered as acceptable and approved by the client. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.)

2. Contingencies. ASI shall not be deemed to have defaulted or failed to perform this agreement if ASI's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of ASI, including, but not limited to federal, state or municipal action or regulation, acts of God or a public enemy, embargos, strikes, labor disputes, fire, flood, inclement weather, explosions, vandalism, civil riots or commotions, or the inability to procure necessary raw materials, supplies or equipment. The existence of such causes of delay shall justify the suspension of all work performed under this Agreement, and shall extend the time of performance on ASI's part to the extent necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed. However, in the event the existence of any such causes of delay make the performance of this Agreement impracticable, ASI may, without liability, be excused from the performance of this Agreement.

3. Limitation of Damages. In the event it is determined that ASI has breached this Agreement, the parties agree that damages shall be the difference at the time and place of acceptance between the value of the services and photographic products and/or mapping data accepted and the value they would have had if they had been as warranted. No claim shall be made for proximate damages of a different amount, nor may any recovery be had for incidental or consequential damages.

4. Client Property. Aerial Services, Inc. takes every reasonable precaution to protect client documents and property from damage or destruction. However, in the unlikely event that such damage or destruction would occur, Aerial Services is not responsible for the damages. For this reason, Aerial Services requires clients maintain adequate insurance to protect their property while it is in the possession of ASI. We may request proof of such insurance coverage.

5. Notices. All notices or other communications hereunder shall be given in writing and shall be deemed to be, if duly given or delivered or mailed, first class postage prepaid, to the addresses set forth in this Agreement, or to such other address as directed in writing.

6. Governing Law. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of Iowa. Each of the parties consents to the jurisdiction of the federal and state courts in Iowa in all matters relating to this Agreement. The prevailing party in any action to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

7. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

8. Amendment and Waiver. Neither this Agreement nor any provision or provisions herein may be amended or waived except by a written amendment or new agreement executed by the parties.

9. Entire Agreement. In entering into and closing this Agreement, no party has relied or shall rely upon any promises, representations and warranties not expressed herein, and this Agreement expresses their entire agreement on the subject matter.

10. Electronic filing. It is our policy to keep the hard copy of this contract for 60 days. Thereafter, we will scan and store the contract electronically, and the hard copy of your file and all of its contents will be permanently destroyed without further notice to you. You may retrieve your file, including the hard copy of the contract, and all of its contents at any time during that 60-day period. If you desire to do so, please contact our office to make arrangements for the same.

Scope of Services

Item 1. 4 Band Digital Aerial Photography

New photography will be flown during the Spring of 2014 at 4,823 above ground level (AGL), covering the entire county which will include the city limits and WAMPO area with a 200' buffer. Aerial Services, Inc. will utilize a twin engine aircraft outfitted with a high precision ADS80-SH82 mapping camera mounted on a PAV80 gyro-stabilized mount with Airborne GPS (ABGPS) and Inertia Measurement Unit (IMU), technology. The imagery will be flown in N-S directions with an average forward overlap (FOL) of 100% and sidelap (SOL) of 30% for each flight line. At a minimum one, possibly two GPS base stations will be set up within the flight area of the County and collect satellite data simultaneously along with the aircraft. The aircraft/camera data will be post-processed with the base station data to determine the camera exposure station file.

Item 2. Aerial Triangulation

Aerial Services will utilize a completely digital process to incorporate all survey control, differential ABGPS/IMU, and flight data. Features of the AT process includes:

- Automatic determination of exterior orientations per data strip, block-wide or project wide.
- Processes blocks of any size, shape and overlap; point matching in only the most effective image regions
- Requires the precise input of GPS/IMU post-processed data
- Highly accurate (up to 1/10 pixel sigma0)

All analytical triangulation will be undertaken using Leica XPro softcopy mensuration and adjustment tools. This package is utilized as the bundle adjustment module to provide a low-residual fit of the entire block. The self-calibrating function of the software will be used to identify (and automatically adjust for) IMU mis-alignment angles and further refine the AT results and to isolate any possible control or observation errors.

Aerial Services' internal requirements for final AT/Bundle Adjustment will require that XYZ residual values achieve the **sub-pixel level** for all ground control and tie points incorporated into the solution.

Item 3. 4 Band Digital Orthophoto Tile Production

At 1"=100' Scale and 0.5' ground sample distance covering approximately 470 square miles.

Once balanced, the mosaic is cut to the image tile layout as requested by the client. All tiles are reviewed for accurate coverage and quality (absence of smears, void areas, etc.). All tiles will be "butt spliced" and completely filled with image (no white space).. Each tile will be generated in un-compressed geographically referenced files which can be read and automatically displayed in the correct geographic location using ESRI's ArcMAP® and Intergraph's GeoMedia® software. The color orthophoto tile files will be "true" geotiff format based on the standard TIFF image format with extra header tags used to store the image extents and projection system. The digital ortho images will be compiled to meet +/- 2.5' horizontal accuracy for the 100 scale orthophotography of well-defined features at 95% confidence level tested by NSSDA accuracy testing methods.

City of Wichita & WAMPO Deliverables

At the completion of the 2014 digital orthos for the City of Wichita, Aerial Services will deliver the agreed upon deliverables on storage devices:

1. **4 Band Digital Orthophotography:**

One set of color orthophotos in un-compressed geographically referenced file which can be read and automatically displayed in the correct geographic location using ESRI's ArcMAP® and Intergraph's GeoMedia® software. The color digital orthophoto files will be "true" geotiff format based on the standard TIFF image format with extra header tags used to store the images extents and the projection system used by the City of Wichita: NAD83, State Plane, SPCS Kansas South, Zone 3951, US Survey Feet. The orthophotography will cover the City of Wichita and the WAMPO area.

2. **Digital Geospatial Metadata:**

Using ESRI ArcCatalog, Aerial Services will create metadata which include the minimal data elements compliant with version 1.0 of the Content Standard for Digital Geospatial Metadata by the Federal Geographic Data Committee. The file will have an xml format for use with the image files in the project area.

3. **Accuracy Worksheet:**

NSSDA accuracy worksheet will be delivered in .PDF format file for the entire 2014, 0.5' ortho project.

4. **Optional Bid Item #1**

Additional deliverable tiling scheme of 5,000 x 5,000 ft tiles in GeoTIFF format (not TIFF with World file). File naming convention shall be derived from the southwest corner of each image tile. The file name will consist of the X and Y state plane coordinates of the south-west corner, truncated to 1,000 feet. This deliverable will also need tile based FGDC compliant metadata in XML format.

Estimated Delivery Schedule

Deliverable	Time Schedule	Notes
Color Aerial Flight	Within 2 weeks of Notice to Proceed	ASI will try to hold off the flight until the ground somewhat greens up - but this is no guarantee. Weather conditions dictate flight dates.
Digital Ortho Photography Tiles	Estimated: Completed and delivered within 10 weeks of Notice to Proceed.	

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF WICHITA, KANSAS
AND
SEDGWICK COUNTY, KANSAS
FOR
COORDINATION, COOPERATION AND FUNDING
PERTAINING TO
URBAN AREA IMAGERY PROJECT**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for coordination and cooperation between the City of Wichita, Kansas ("City") and Sedgwick County, Kansas ("County") or ("Parties" or "Party") that will facilitate the conduct of cooperative activities in areas of mutual interest in support of the Urban Area Imagery Project.

II. BACKGROUND

A core mission of the United States Geological Service ("USGS") is to meet the Nation's needs for current base geographic data and maps. Through partnerships with federal, state, and local governments and the private sector, the USGS is committed to providing the Nation with access to current, accurate, and nationally consistent topographic maps and geospatial and remotely sensed data and information to help informed decision making by resource managers and the public. This synthesis of information, products, and capabilities, *The National Map*, will be a seamless, continuously maintained set of geographic base information that will serve as a foundation for integrating, sharing, and using other data easily and consistently. This MOU supports the mission of the USGS through collaborative efforts to establish partnerships necessary for the development, maintenance, dissemination, and use of *The National Map*.

Sedgwick County Geographic Information Services (SCGIS) provides integrated geographic mapping and analysis services and has become the primary provider of GIS data for the Wichita/Sedgwick County region. SCGIS is a service area within the Division of Information and Operations (DIO). Data and services are provided to citizens, County staff, municipalities, and public/private organizations. Key services include data development and conversion, mapping, data queries, geo-spatial analysis, application development, and website support.

III. AUTHORITIES

This MOU is entered into under K.S.A. 12-2908.

IV. SCOPE

This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which Parties will coordinate and cooperate in activities

involving *The National Map*. The activities covered by this MOU will be of mutual interest and benefit within, but not limited to, the following areas:

1. Data and database development
2. Data and database maintenance
3. Data dissemination and distribution
4. Exchange of geospatial and remotely sensed information, data and products
5. Feature serving and generalization
6. Outreach and education
7. Research and applications
8. Sharing technical information and expertise
9. Standards development
10. Web mapping services and applications
11. Workshops, training, and technology transfer

V. CONTACTS

City of Wichita: Mike Kollmeyer (MKollmeyer@wichita.gov).

Sedgwick County: John "Jack" Joseph, jjoseph@sedgwick.gov

VI. FINANCIAL ARRANGEMENTS

USGS will reimburse the County and City \$19,751.00, and will write a single contract and pay the entire amount to Sedgwick County. Sedgwick County agrees to pay the City of Wichita 43.34% of \$19,751 (\$8560.08) plus \$500, for total amount of \$9060.08 for its portion of the flight.

VII. PUBLICATIONS AND RELEASE OF INFORMATION

When deemed appropriate, the activities conducted, or scientific data developed, under this MOU will be documented and made available to the general scientific community through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both Parties have an opportunity to review manuscripts prior to publication. In the event such reports or publications are copyrighted, each Party shall have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for their own purposes.

Releases of general information to the public may be made by the appropriate Party with respect to its own portion of the project/cooperation as desired. The Parties will seek to consult with each other prior to any such releases that reference the other Party's participation, consistent with the Parties' respective laws and policies.

The Parties agree that sharing credit is mutually beneficial, and will assure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU. Specific uses of a Party's logo or seal, however, will require advance approval by that Party.

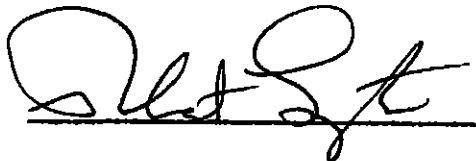
VIII. PARTICIPATION IN SIMILAR ACTIVITIES

This MOU in no way restricts any of the Parties from participating separately in similar activities with other public or private agencies, organizations, and individuals, including other activities between USGS and SCGIS.

IX. EFFECTIVE DATE, REVIEW, MODIFICATION, AND TERMINATION

This MOU shall take effect upon the date of the last signature and shall remain in effect for a period of five (5) years. This MOU may be reviewed annually or at the request of either party. This MOU may be modified at any time upon joint approval. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party.

City of Wichita, KS



Date

3/28/14

Sedgwick County, KS



Date

APPROVED AS TO FORM ONLY:

JENNIFER MAGANA
DEPUTY COUNTY COUNSELOR

ATTESTED TO:

KELLY B. ARNOLD
COUNTY CLERK

APPROVED AS TO FORM ONLY:



Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Contract for Beverage Services Golf Courses. (Districts I, III, IV, and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City of Wichita operates concession services at all five municipal golf courses. It is projected that the non-alcoholic beverage sales will exceed \$150,000 at these facilities in 2014 and future years. To provide high product, consistent pricing, and excellent customer service, the Department of Park and Recreation seeks to establish an agreement with a reputable vendor to provide product and delivery service of carbonated and non-carbonated soft drinks.

Analysis: A Request for Proposal was issued to secure a qualified vendor to provide beverage services. Based upon experience, qualifications, response to scope of services, pricing and sponsorship support, Pepsi Bottling Group is recommended to provide these services.

Financial Considerations: The Pepsi Bottling Group will remit to the City of Wichita, Park and Recreation Department's Golf Division sponsorship support, in the amount of \$20,000 in year one and \$15,000 in successive years in exchange for exclusive beverage services rights at City golf courses. The company also agrees to donate product valued at \$2,000 over the five-year term. Additionally, Pepsi Bottling Group will loan fountain units, coolers and related equipment for utilization at the courses worth \$25,000.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Beverage Service Agreement.

AGREEMENT

between

**THE CITY OF WICHITA, KANSAS
DEPARTMENT OF PARK AND RECREATION
GOLF DIVISION**

and

**BOTTLING GROUP, LLC, a Delaware limited liability company, and its affiliates and/or
respective subsidiaries collectively comprising PEPSI BEVERAGES COMPANY**

THIS AGREEMENT, made this 16th day of April, 2014, and effective January 1, 2014 (the Effective Date), by and between THE CITY OF WICHITA, KANSAS, DEPARTMENT OF PARK AND RECREATION, GOLF DIVISION “GOLF DIVISION” and BOTTLING GROUP, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising PEPSI BEVERAGES COMPANY “PEPSI”.

WITNESSETH:

WHEREAS the GOLF DIVISION desires to provide beverage sales and services at City of Wichita golf courses, and has sought competitive responses for that purpose; and

WHEREAS, PEPSI has the desire to participate with the GOLF DIVISION in providing beverage sales and services at City of Wichita Golf Courses, and has submitted the competitive response most advantageous to GOLF DIVISION;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

- A. The services to be performed by PEPSI under this Agreement consist of providing product, delivery of product, equipment, equipment maintenance, full service vending services, donated product, and annual sponsorship funding for the five City of Wichita

Golf Courses: Auburn Hills Municipal Golf Course, Tex Consolver Municipal Golf Course, Arthur B. Sim Municipal Golf Course, Alfred MacDonald Municipal Golf Course, and L.W. Clapp Municipal Golf Course and any new golf courses owned, operated or managed by the City of Wichita during the Term of this Agreement (the “Facilities”). GOLF DIVISION grants PEPSI the exclusive right throughout the Term, as defined in Section K of this Agreement, to provide non-alcoholic carbonated and non-carbonated beverages (including non-alcoholic “Beverages” in the following categories: carbonated soft drinks, canned, bottled or fountain juices and juice drinks, isotonic/sports drinks, pre-packaged tea and coffee beverage products, energy drinks, and bottled water) for sale and distribution at the Facilities. GOLF DIVISION will purchase and will require all concessionaires and food service providers operating at the Facilities to purchase all Beverages for resale that are purchased directly from PEPSI (the “Products”) at the prices set forth pursuant to this Agreement.

- B. PEPSI shall provide delivery of fountain beverage product, canned beverage product, and bottled beverage product to all Facilities.
- C. PEPSI shall loan a minimum of one (1) complete fountain unit and two (2) cold bottle coolers at each of the five (5) Facility clubhouses. PEPSI shall provide full service vending machines at maintenance buildings of each golf course and at other locations at the Facilities as needed. All such fountain units, coolers, vending machines and dispensing equipment (collectively the “Equipment”) shall be loaned to GOLF DIVISION by PEPSI at no cost to the GOLF DIVISION. All Equipment shall be in new or like new condition when placed at GOLF DIVISION facilities and shall be repaired and maintained by PEPSI. Title to all Equipment shall be retained by PEPSI throughout the Term of the Agreement.

- D. Prices for beverage products purchased by GOLF DIVISION for non-vending machine sales at the Facilities are as set forth in PEPSI's proposal presented December 12, 2013, and attached hereto as Exhibit "B", unless modified by agreement in writing and signed by the parties. Pricing shall be subject to an increase of not to exceed four (4%) percent on or about the first day of January 2015 and annually for the remainder of the Term of this Agreement.
- E. PEPSI agrees to provide menu boards, clocks, point of sale displays, and recycling bins at no cost as determined by mutual agreement for the use of the GOLF DIVISION at the Facilities.
- F. In consideration of the exclusive rights granted to PEPSI by GOLF DIVISION over the Term of this Agreement, and provided GOLF DIVISION is not in breach of this Agreement, PEPSI shall provide GOLF DIVISION with the following:
- G. PEPSI agrees to provide the GOLF DIVISION initial support funds in the amount of \$20,000 payable to the GOLF DIVISION within sixty (60) days of the signing of this Agreement by both parties ("Initial Support Funds"). Discretion regarding use and expenditure of funds rests solely with the GOLF DIVISION and the City of Wichita.
- H. PEPSI also agrees to provide the GOLF DIVISION annual sponsorship support funds in the amount of \$15,000 to be paid within 60 days of the commencement of each of years 2 – 5 of the Term ("Annual Support Funds"). Discretion regarding use and expenditure of funds rests solely with the GOLF DIVISION and the City of Wichita.
- I. PEPSI agrees to an annual donation allotment - 100 case mix (selected at the sole discretion of GOLF DIVISION) of Aquafina, Gatorade, and 12 oz cans of canned beverage product during each year of the Term for special events upon request of and at the discretion of the GOLF DIVISION; *provided, however*, that the GOLF DIVISION

will administer all requests through a central contact so that the GOLF DIVISION may prioritize the requests. GOLF DIVISION acknowledges and agrees that donated product requests not used/made in any given year shall not be carried over to the subsequent year.

- J. PEPSI will provide GOLF DIVISION with annual 20 oz. Incentive Rebate Funds – at the rate of \$2.50/case paid on all 20 oz. cases purchased by GOLF DIVISION during the period of January – December of each Year, as defined below; provided that GOLF DIVISION purchases of cases of 20 oz. bottles total at least 2,500 cases during the year (“Rebates”). Rebates will be paid to GOLF DIVISION within sixty (60) days of the end of each applicable Year.
- K. This five year exclusive beverage agreement is in effect from January 1, 2014 through December 31, 2018. For purposes of this Agreement, the term “Year” will mean a 12 month period during the Term beginning on the first day of the Term or anniversary thereof. This Agreement may only be terminated by either party for cause, in accordance with Section L of this Agreement; provided however, in the event the GOLF DIVISION does not have the supporting tax receipts to continue purchasing the Products under this Agreement, then upon ninety (90) days prior notice to PEPSI, this Agreement shall terminate without penalty or expense to GOLF DIVISION of any kind whatsoever, except (i) as to the portions of the Postmix Products and B & C Products purchases herein agreed upon for which funds are available; (ii) the return of the Equipment to PEPSI; and (iii) reimbursement to PEPSI of the unearned portion of all funding, including both Initial Support Funds and Annual Support Funds, paid to GOLF DIVISION during the Term. In the event of such termination, GOLF DIVISION agrees to peaceably surrender possession of any equipment to PEPSI on the date of termination

and that PEPSI shall have all legal and equitable rights and remedies to take possession of any unpaid Postmix Products, B & C Products and all of its Equipment. Upon such termination and at any time thereafter, PEPSI may enter any premises with or without legal process where the unpaid Postmix Products, B & C Products and any Equipment may be and take possession thereof. This provision shall not be construed as to permit GOLF DIVISION to terminate this Agreement in order to acquire similar or competitive products or equipment from another party or manufacturer or to allocate funds to directly or indirectly perform essentially the same functions for which this Agreement is intended. GOLF DIVISION warrants that it has adequate funds to meet its obligations hereunder during its current fiscal appropriation period.

- L. Should the GOLF DIVISION or PEPSI fail to meet any material term or condition outlined in this Agreement, the non-breaching party, with a thirty (30) day written notice to the breaching party, may terminate this Agreement provided that a prior “cure time” of not less than sixty (60) days shall be provided to the breaching party to resolve any alleged breach of a material condition contained in this Agreement. If PEPSI terminates this Agreement as a result of GOLF DIVISION’S breach, then in addition to any other remedies to which PEPSI may be entitled by reason of such breach, GOLF DIVISION shall immediately reimburse to PEPSI any unearned portion of the initial sponsorship support and the annual sponsorship support. With regard to the initial sponsorship support, the amount of such reimbursement shall be determined by multiplying the initial sponsorship support amount by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is 60. With regard to the annual sponsorship support, the amount of such reimbursement shall be determined by multiplying the annual sponsorship support

amount paid in the contract year in which the Agreement is terminated by a fraction the numerator of which is the number of months remaining in the contract year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12.

II. IN ADDITION, PEPSI AGREES

A. To provide, at its own expense, the personnel, tools, equipment, material and supplies and all other tangible things requisite and necessary to perform the tasks as outlined in Scope of Services, attached as Exhibit B, which is incorporated into this Agreement by reference. The work shall be done in a workmanlike manner to the satisfaction and acceptance of the GOLF DIVISION. The work shall be done in accordance in all respects with the requirements and conditions contained in this Agreement.

B. To save and hold the GOLF DIVISION harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PEPSI, its agents, servants, employees, or subcontractors occurring in the performance of this Agreement.

C. To maintain records of the amount of money collected from each PEPSI vending machine located at the Facilities and to maintain books, documents, papers, accounting records and other evidence pertaining to work performed and payments made under this Agreement and to make such material available at its place of business at reasonable times during the Term, and for three (3) years after the end of each calendar year within the Term for inspection by the GOLF DIVISION or its authorized representatives.

D. To comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1974, and to comply with the City of Wichita Affirmative Action Program as set forth in Exhibit A, which is attached hereto and adopted by reference as though fully set forth herein.

E. A commercial general liability policy and an automobile liability policy shall be procured and maintained by PEPSI. Each shall be written in a comprehensive form and shall protect PEPSI against all claims arising from injuries to persons (other than employees) or damage to property of the GOLF DIVISION or others arising out of any negligent act or omission of PEPSI, its agents, officers, employees or subcontractors in the performance of services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage, with a \$1,000,000 annual aggregate. The City of Wichita, Kansas shall be included as additional insured on such policies, which shall include coverage for the obligations undertaken in this Agreement. Certificates of Insurance shall be filed with the CITY prior to the time PEPSI starts any work under this Agreement, and are subject to the reasonable approval of the City Attorney.

III. THE GOLF DIVISION AGREES:

A. To allow PEPSI exclusive advertising and product sales rights for non-alcoholic beverages at all GOLF DIVISION facilities; provided, however, that events sponsored by a supplier of Competitive products ("Specially Sponsored Events") will be allowed as mutually agreed to by the parties and with prior notice to PEPSI, including instances when GOLF DIVISION cannot reasonably be expected to be in direct control of the Specially Sponsored Event. Any such approval not to be unreasonably withheld. No Competitive Product sampling, selling of Competitive Products or signage for

Competitive Products, that is not integral to the performance and success of the Specially Sponsored Event, is permitted at any time during the Term, including during the Specially Sponsored Event. In no event shall any PEPSI advertising or signage be removed, covered or obscured by any such other banner, sign or promotional material during such Specially Sponsored Events to the extent reasonably possible under the circumstances. Any Competitive Products temporary signage, advertising, trademark displays, etc. shall be removed immediately following the completion of any Specially Sponsored Events to provide PEPSI and its service representatives access to GOLF DIVISION Facilities during normal operating hours to provide the services under this Agreement.

- B. To use its best efforts to include PEPSI as a promotional sponsor of City sponsored golf events through signage and printed material at GOLF DIVISION Facilities. The methods, timing and extent of promotion are to be at the sole discretion of the GOLF DIVISION.
- C. To make prompt and accurate payment for product received.
- D. To save and hold PEPSI harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions, or negligent acts of GOLF DIVISION, its agents, servants, employees, or subcontractors occurring in the performance of this Agreement.

IV. THE PARTIES HERETO MUTUALLY AGREE:

- A. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof the status of a third-party beneficiary hereunder, or to authorize

anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

- B. The failure or forbearance to enforce any term of this Agreement shall not constitute a waiver of such term and nothing herein shall limit the remedies for breach available at law.
- C. GOLF DIVISION represents and warrants to PEPSI that the execution, delivery and performance of this Agreement by GOLF DIVISION will not violate any agreements with, or rights of, third parties.
- D. This Agreement contains the entire agreement between the parties and supersedes all other agreements between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing signed by each of the parties.
- E. Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other party. The parties recognize that this Agreement is subject to disclosure on request under the Kansas Open Records Act, and no consent or prior notice of disclosure under the provisions of that Act need be sought or provided.
- F. PEPSI and GOLF DIVISION shall not be obligated to resolve any claim or dispute related to the contract by arbitration. Any reference to arbitration in prior discussions or documents is deemed void.

Signature Page to Follow

IN WITNESS WHEREOF, the GOLF DIVISION and PEPSI have executed this Agreement as of _____, 2014.

CITY OF WICHITA, KANSAS

BY: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett
City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

BOTTLING GROUP, LLC

BY _____

Title: _____

ATTEST:

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Pricing Advantages				the promise of PEPSICO Delivering Value, Integrity & Service			
BOTTLE & CAN				FOUNTAIN			
		Case	Per Unit		Case	Per Gallon	
Carbonated Soft Drinks	12oz Can	24	\$ 7.21 \$ 0.30	5 gal BIB	5	\$ 65.05 \$ 13.01	
	12oz Plastic	24	\$ 11.92 \$ 0.50	3 gal BIB	3	\$ 47.75 \$ 15.91	
	20oz Plastic	24	\$ 20.88 \$ 0.87	3 gal BIB	3	\$ 44.28 \$ 14.76	
AquaTina	20oz Plastic Blue	24	\$ 16.80 \$ 0.67	3 gal BIB	3	\$ 31.82 \$ 12.94	
	12oz Plastic	24	\$ 11.92 \$ 0.50				
	1.5 liter Bottlers	12	\$ 37.50 \$ 3.13				
Coke	16.5oz Plastic Sparkling	24	\$ 18.80 \$ 0.75				
	20oz Plastic Sparkling	24	\$ 16.80 \$ 0.67				
	20oz Plastic	24	\$ 18.80 \$ 0.75				
Coke	20oz Plastic Propyl	24	\$ 18.80 \$ 0.75				
	20oz Plastic 12	24	\$ 18.80 \$ 0.75				
	11.5oz Can	12	\$ 19.20 \$ 1.59				
ONE Coconut Water	8.5oz Can	12	\$ 12.79 \$ 1.15				
	6.75oz Can	32	\$ 17.40 \$ 0.54				
	16.5oz Can	12	\$ 20.46 \$ 1.68				
Soda	20oz Plastic Juices & Teas	12	\$ 14.86 \$ 1.17				
	20oz Plastic Lemonade	12	\$ 14.86 \$ 1.17				
	12oz Starbucks Refreshers	12	\$ 17.51 \$ 1.46				
Energy Drinks	12oz Can Rockstar	24	\$ 36.87 \$ 1.50				
	15oz Starbucks Energy Coffee	12	\$ 30.21 \$ 2.50				
	16oz Can Rockstar	24	\$ 36.61 \$ 1.50				
Ocean Spray	20oz Plastic Recharge Water	12	\$ 14.86 \$ 1.17				
	16oz Can Recharge by Mrs. Diez	12	\$ 12.19 \$ 1.00				
	16oz Can Energy	12	\$ 15.12 \$ 1.26				
Lipton	15.5oz Plastic	12	\$ 14.90 \$ 1.24				
	16.5oz Lipton Purified Plastic	12	\$ 14.90 \$ 1.24				
	20oz Natural	15	\$ 17.19 \$ 1.15				
Starbucks	11.5oz Can	12	\$ 14.53 \$ 1.20				
	5.5oz Can Propulsion	24	\$ 32.89 \$ 1.37				
	11oz Can Recharge	12	\$ 15.24 \$ 1.27				
Mars M&M	14oz Plastic	12	\$ 31.72 \$ 2.64				
	14oz Plastic Pro	12	\$ 35.02 \$ 2.90				
				SUPPLIES			
		Case	Per Unit		Case	Per Unit	
Caps	12oz	1000	\$ 82.40 \$ 8.04				
	16oz	1000	\$ 51.50 \$ 4.05				
	24oz	1000	\$ 51.56 \$ 4.05				
Lids	3oz	480	\$ 51.50 \$ 4.11				
	12/16/24oz	1000	\$ 43.26 \$ 4.02				
	3oz	960	\$ 35.02 \$ 3.64				

**City of Wichita
City Council Meeting
May 6, 2014**

TO: Mayor and City Council

SUBJECT: Contract for Wichita Intervention Program Facility

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: Defendants convicted of a first Driving Under the Influence (DUI) offense are required by state law to be incarcerated for 48 hours and attend alcohol intervention/education classes. In 1984, Municipal Court established the Wichita Intervention Program (WIP) that provides incarceration and intervention in a setting outside of jail. Participants stay in a designated facility that provides lodging, meals and classroom space for program participants from Friday evening until Sunday afternoon. A certified facilitator conducts the alcohol intervention/education classes and security guards provide 24 hour supervision to maintain a confined environment. An average of 40 participants attend the 30 WIP sessions offered each year.

Analysis: A Request for Proposals (RFP) was developed seeking hotel facilities that could provide lodging, classroom space and meal service throughout the weekend confinement period. The RFP was sent to area hotels and posted on the City's e-Procurement site. A staff screening and selection committee reviewed five proposals submitted in response to the RFP. The committee interviewed two finalists and determined that the proposal submitted by Best Western Wichita North Hotel and Suites met the requirements of the RFP and was best suited to provide lodging, classroom space and meal service that supports the Wichita Intervention Program.

Financial Considerations: The Wichita Intervention Program is funded from the General Fund; however, all costs are offset entirely by revenues generated from participant fees. Two hundred fifty dollars (\$250) is collected per participant prior to attendance and offsets all program costs.

In response to the RFP, Best Western Wichita North Hotel and Suites submitted a nightly lodging rate of \$53 per room and a meal rate of \$39 per person. Classroom space will be provided free of charge. The previous contracted rates were \$53 per room per night and \$39.63 per person for meals, meeting space was provided free of charge. The proposed contract includes four renewal options and an escalation clause not to exceed 3% annually effective at the beginning of each yearly option renewal. Municipal Court's 2014 Adopted Budget includes \$200,000 for the WIP facility and is sufficient to cover anticipated expenditures.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract with Best Western Wichita North Hotel and Suites and authorize the necessary signatures.

Attachments: Contract

**WICHITA INTERVENTION PROGRAM FACILITY
CONTRACT
FP440008**

THIS CONTRACT entered into May 6, 2014, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **Davis BW LLC dba Best Western Wichita North, 915 East 53rd Street North, Wichita, KS (316) 832-9443**, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, certain persons who have been convicted of, or placed on diversion for, driving under the influence of intoxicating beverages and or drugs contrary to Section 11.38.150 of the Code of the City of Wichita, Kansas, are required to complete an alcohol and drug counseling program;

WHEREAS, persons who have been convicted of driving under the influence of intoxicating beverages and drugs contrary to Section 11.38.150 of the Code of the City of Wichita, Kansas, and said conviction constitutes their first conviction, as defined by the code, are required to spend a minimum of 48 continuous hours in custody prior to being released on probation;

WHEREAS, the Wichita Intervention Program (hereinafter called "**WIP**") as administered by the Wichita Municipal Court is a qualified provider of alcohol and drug counseling services; and

WHEREAS, **VENDOR** has agreed, as an independent contractor, and not as an agent or employee of the City of Wichita, Kansas, to furnish meeting rooms, food, housing, utilities, maintenance and linen services for such WIP purposes;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

SECTION 1. Scope of Services.

A. VENDOR agrees as follows:

1. To make available a minimum block of 20 guest rooms to be used as semi-private bed space for up to 40 WIP participants. The block of guest rooms will be located on same floor of the facility, in close proximity to the meeting rooms discussed in paragraph five of this section;
2. Upon 30 days advance notice by the City, the vendor shall provide additional guest rooms as needed. Additional guest rooms should be located on the same floor as the block of rooms discussed in paragraph one of this section. If additional rooms cannot be provided on the same floor, the guest rooms may be located in the same general area and in close proximity to the guest rooms discussed in paragraph one of this section;
3. To provide bedding, towels, and other housekeeping supplies necessary to meet the needs of the participants and staff placed in facilities during the confinement period;
4. To provide five meals, and coffee breaks during the weekend period commencing with Saturday breakfast and ending with Sunday lunch. Meals and coffee breaks will be provided as follows: Saturday – Breakfast, Lunch, Dinner, Coffee Breaks. Sunday – Breakfast, Lunch, Coffee Breaks.
5. To make the use of two meeting rooms (Regency I and Regency II) available from Friday evening (4:00 PM) until the conclusion of the Sunday portions of the seminar (5:00 PM) to provide space to conduct educational lectures, films, and discussion groups, and to provide a podium, chalkboard, chairs, and all utilities and maintenance necessary for the conduct of said programs, for any and all program participants;
6. To invoice the Wichita Municipal Court WIP on a monthly basis for the services utilized pursuant to this agreement and to keep good and sufficient records showing the number of WIP participants housed by **VENDOR** and to maintain such records as required by the Wichita Municipal Court.

B. CITY agrees as follows:

1. To provide for the security of the maintenance of order among those participating by order of the Municipal Court in the WIP during the time spent at **VENDOR** in conjunction with the WIP; and to reimburse **VENDOR** for the destruction of any motel property caused by any of the WIP program participants;
2. To provide all personnel support necessary to operate and maintain the WIP and to be solely responsible for program content and for all educational materials and supplies to WIP participants except as provided above; and

SECTION 2. Compensation.

CITY agrees to pay to **VENDOR** for WIP participant lodging and meals (Proposal Number – FP440008). Lodging and related services will be provided at a cost of fifty-three dollars (\$53.00) inclusive of tax, per single or double room per two (2) occupants, per night. Meals and coffee breaks will be provided at a cost of thirty-nine dollars (\$39.00, tax exempt) per person. **CITY** will remit payment within forty-five (45) days from date of receipt of invoice.

If this agreement is extended as provided in Section 3, it is agreed by both parties that an increase in compensation for meals and lodging shall be no more than 3% of the contracted amount contained herein. No increase in compensation shall commence unless the contract is extended as provided in Section 3, and such increase in compensation shall not commence until the contract renewal period commencing on June 1, 2015 through the remaining contract renewal periods.

SECTION 3. Term of Agreement.

The term of this Agreement shall be for one (1) year, with an option to renew for four (4) additional one (1) year terms by agreement of both parties. The initial term will commence June 1, 2014 and continue through May 31, 2015. During the term of this Agreement or any extension thereof, either party may terminate the Agreement, with or without cause, upon ninety (90) days written notice.

SECTION 4. Request for Proposal and Response Incorporated by Reference.

In the case of a conflict among the terms of the incorporated documents, the language of this agreement shall take precedence, followed in order of priority by Exhibit C (Revised Response to Request to Proposal #FP440008) and then by Exhibit D (Request for Proposal #FP440008).

SECTION 5. Discrimination.

A. **Discrimination Prohibited.** No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color national origin, ancestry, religion, disability, sex or age. For purposes of this section, “program or activity” is defined as any function conducted by an identifiable administrative unit of the Contractor receiving funds pursuant to this contract.

B. **Compliance with EEO Policy Statement.** The Contractor further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

SECTION 6. No Third Party Beneficiary Created.

It is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit for damages pursuant to the terms or provisions of this agreement.

SECTION 7. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises – operations xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Property Damage Liability	\$500,000 each occurrence
	\$500,000 each aggregate

OR

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence
	\$500,000 each aggregate

2. Automobile Liability – Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

OR

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Worker's Compensation/Employers Liability for minimum limits of:

Employer's Liability

\$100,000 each accident

The Insurance Certificate must contain the following:

A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

B. Cancellation – should any of the above policies be canceled before the expiration date thereof, the issuing company will mail ten (10) days written notice to certificate holder.

SECTION 8. Independent Contractor.

The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **Contractor** shall be considered an employee of the **CITY**.

SECTION 9. Compliance with Laws.

VENDOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

SECTION 10. No Assignment.

The services to be provided by the **VENDOR** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **City**.

SECTION 11. Third Party Rights.

It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

SECTION 12. No Arbitration.

The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

SECTION 13. Governing Law.

This contract shall be interpreted according to the laws of the State of Kansas.

SECTION 14. Representative's Authority to Contract.

By signing this contract, the representative of the contract of **VENDOR** represents that he or she is duly authorized by the **VENDOR** or **VENDOR** to execute this contract, and that the **VENDOR** or **VENDOR** has agreed to be bound by all of its provisions.

SECTION 15. Termination for Convenience.

This contract is subject to termination for convenience by either party at its discretion at any time within the original contract term or within successive renewal terms, upon thirty (30) days written notice to the other party. **VENDOR** shall be entitled to receive just and

equitable compensation for any satisfactory work completed prior to the effective date of such termination.

SECTION 16. Termination for Cause.

Upon breach of the contract by the **VENDOR**, the **CITY**, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within the contractor's response to the request for proposal, FP 440008, incorporated herein by reference as if it were fully set forth.

SECTION 17. Amendments.

- A. To provide necessary flexibility for the most effective execution of this project, whenever both the **CITY** and the **VENDOR** mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.
- B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget over \$25,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 18. Personnel and Services.

All services required herein will be performed by the **VENDOR** under the direction of its Director. Any services which the **VENDOR** deems necessary to assign to a subcontractor must first have written approval from the **CITY**.

SECTION 19. Appendices.

All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

- Exhibit A Non-Discrimination & Equal Employment Opportunity Statement
- Exhibit B Certification Regarding Drug-Free Workplace
- Exhibit C Revised Response to Request for Proposal FP440008
- Exhibit D Request for Proposal Number FP 440008

IN WITNESS THEREOF, the City and Hotel have executed this agreement as of the date first written above.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Sublett, City Clerk

Gary E. Rebensdorf

Gary E. Rebensdorf, Director of Law

Davis BW LLC dba Best Western Wichita North

By *Tim Madison*

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of the prohibition.
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(f) The site for the performance of work done in connection with this contract is:

915 East 53rd Street North, Wichita, Kansas 67219

Executed this 6th day of May, 2014.

By: Kim Madison
(signature)

Kim Madison
(typed or printed name)

GENERAL MANAGER
(title)

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Contract for Wichita Intervention Program Guard Services

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: Defendants convicted of a first Driving Under the Influence (DUI) offense are required by state law to be incarcerated for 48 hours and attend alcohol intervention/education classes. In 1984, Municipal Court established the Wichita Intervention Program (WIP) that provides incarceration and intervention in a setting outside of jail. Participants stay in a designated facility that provides lodging, meals and classroom space for program participants from Friday evening until Sunday afternoon. A certified facilitator conducts the alcohol intervention/education classes and security guards provide 24 hour supervision to maintain a confined environment. An average of 40 participants attend the 30 WIP sessions offered each year.

Analysis: A Request for Proposals (RFP) was developed seeking contractors that could provide general security services and supervision throughout the weekend confinement period. The RFP was sent to companies in the Wichita area and posted on the City's e-Procurement site. A staff screening and selection committee reviewed four proposals submitted in response to the RFP. The committee interviewed two finalists and determined that the proposal submitted by Smart Security and Investigations, Inc. met the requirements of the RFP and was best suited to provide WIP security services. Smart Security has provided the security guard services to the Court since 2006 and continues to meet expectations.

Financial Considerations: The Wichita Intervention Program is funded from the General Fund; however, all costs are offset entirely by revenues generated from participant fees. Two hundred fifty dollars (\$250) is collected per participant prior to attendance and offsets all program costs.

In response to the RFP, Smart Security submitted an hourly rate of \$13.61 per guard hour and \$15.36 per hour for the guard supervisor. These rates are the same as what was paid for guard services during the most recent contract year. The proposed contract includes four renewal options and an escalation clause not to exceed 1.5% annually effective at the beginning of each yearly option renewal. Municipal Court's 2014 Adopted Budget includes \$62,395 for contracted security guard services and is sufficient to cover anticipated expenditures.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract with Smart Security and Investigations, Inc. and authorize the necessary signatures.

Attachments: Contract

CONTRACT
for
GUARD SERVICE FOR THE WICHITA
INTERVENTION PROGRAM
BP440027

THIS CONTRACT entered into this 6th day of May, 2014, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **SMART SECURITY, INC.**, (Vendor Code Number 829309-001), whose principal office is at 2817 E. Central, Wichita, Kansas, 67214, Telephone Number (316) 264-1177 hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Guard Service for the Wichita Intervention Program** (Formal Proposal – FP440009) [Commodity Code Number 99046]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP440009 [Commodity Code Number 99046], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP440009 shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay **VENDOR** the following **unit price** for **Guard Service for the Wichita Intervention Program** for Formal Proposal – FP440009 [Commodity Code Number 99046], for the Municipal Court Department / Probation Division as shown below as compensation as per the proposal, specifications, addenda and **VENDOR's** proposal of March 5, 2014 and as approved by the City Council on May 6, 2014.

Unarmed Security Officer @ \$13.61 per billable hour.
Unarmed Security Supervisor @ \$15.36 per billable hour.

This contract includes an escalation clause not to exceed 1.5% annual cap with approval of both parties effective at the beginning of each yearly option renewal.

3. Term. The term of this contract shall be from **June 1, 2014 through May 31, 2015**, with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, (Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$200,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$100,000 each occurrence \$300,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
---------------------	--

- | | | |
|----|--|--|
| 4. | False Arrest, Slander and
Malicious Prosecution | \$100,000 per claimant
\$300,000 each aggregate |
|----|--|--|

5. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

8. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

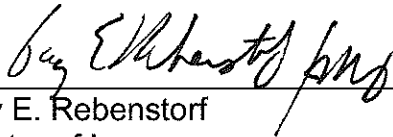
CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

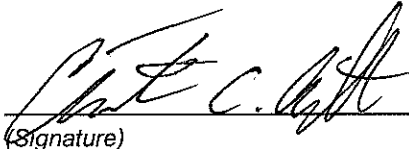
Carl Brewer
Mayor


APPROVED AS TO FORM:

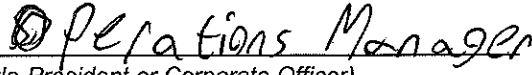
SMART SECURITY, INC.



Gary E. Rebenstorf
Director of Law



(Signature)


(Print Name)


(Title-President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
May 6, 2014**

TO: Mayor and City Council

SUBJECT: Girder Inspection of the Broadway Bridge at 34th Street South (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the payment.

Background: Reconstruction of the Broadway Bridge at 34th Street South began in March 2013, following final budget approval by the City Council on February 26, 2013. The Kansas Department of Transportation (KDOT) requires plant inspection of all steel girder fabrications intended for use on Federal aid projects. Procurement of and payment for inspection services is the responsibility of the City. KDOT has the expertise and direct resources for completing the work, and has completed this inspection service for the City on past projects.

Analysis: The City entered into an agreement with KDOT in September 2009, following the City Council's approval of the project and initial design services contract on July 7, 2009. The decision to use steel girders was made during the design phase, so the need for related inspection services was previously unknown and not included in the original KDOT agreement.

Financial Considerations: Payment to KDOT is on a lump sum basis of \$25,824. Funding is available in the existing approved budget.

Legal Considerations: There are no legal considerations associated with the City Council's authorization of this payment.

Recommendation/Action: It is recommended that the City Council approve the payment and authorize the necessary signatures.

Attachments: Expense detail.

FOREIGN INSPECTION COSTS

Date Submitted:	02/27/14
KDOT Report Lab. No.:	892522
To :	Sandy Tommer, Chief of Construction & Materials
Attention:	Michael W. Popp, Operations Engineer
Material Inspected:	STRUCTURAL STEEL
Agency Inspected For:	CITY OF WICHITA
Project:	Broadway Br. @ 34th St. South
Supplier/Fabricator:	CAPITAL CONTRATORS, LINCOLN

INSPECTION CHARGES

Inspector	Date (Daily or Date Range)	Hrs/OT Hrs	Rate per Hr	Wage	Miles Traveled	Rate/ Mile	Vehicle Charge	Lodging + Per Diem	Baggage+Airfare+Parking	Voucher#
Kevin C.	3/27-3/28/2013	16	23.87	\$381.92	450	0.47	\$211.50	\$147.69	\$0.00	133918
Kevin C.	4/11-4/12/2013	16	23.87	\$381.92	450	0.47	\$211.50	\$147.69	\$0.00	136056
Kevin C.	5/15-5/16/2013	16	23.87	\$381.92	450	0.47	\$211.50	\$147.69	\$0.00	141267
Kevin C.	6/5-6/7/2013	24	23.87	\$572.88	450	0.47	\$211.50	\$283.38	\$0.00	144510
Kevin C.	7/16-7/18/2013	24	23.87	\$572.88	450	0.45	\$202.50	\$285.63	\$0.00	150326
Kevin C.	8/14-8/15/2013	18.5	23.87	\$441.60	450	0.45	\$202.50	\$148.94	\$0.00	153971
Kevin C.	8/21-8/23/2013	24	23.87	\$572.88	450	0.45	\$202.50	\$285.63	\$0.00	154970
Kevin C.	8/27-8/29/2013	18	23.87	\$429.66	450	0.45	\$202.50	\$285.63	\$0.00	155755
Kevin C.	9/4-9/5/2013	16	23.87	\$381.92	450	0.45	\$202.50	\$160.19	\$0.00	156622
Kevin C.	9/10-9/13/2013	32	23.87	\$763.84	450	0.45	\$202.50	\$422.32	\$0.00	157947
Kevin C.	9/18-9/20/2013	24	23.87	\$572.88	450	0.45	\$202.50	\$285.63	\$0.00	158734
Kevin C.	9/25-9/26/2013	18	23.87	\$429.66	450	0.45	\$202.50	\$285.63	\$0.00	159691
Steve C	9/30-10/3/2013	32	23.87	\$763.84	450	0.29	\$130.50	\$443.29	\$0.00	161083
Kevin C.	10/9-10/11/2013	24	23.87	\$572.88	450	0.45	\$202.50	\$299.61	\$0.00	162278
Kevin C.	10/22-10/25/2013	32	23.87	\$763.84	450	0.45	\$202.50	\$443.29	\$0.00	164054
Kevin C.	10/29-11/1/2013	32	23.87	\$763.84	450	0.45	\$202.50	\$443.29	\$0.00	165232
Kevin C.	11/5-11/6/2013	16	23.87	\$381.92	450	0.45	\$202.50	\$160.19	\$0.00	166241
Kevin C.	11/19-11/20/2013	16	23.87	\$381.92	450	0.45	\$202.50	\$160.19	\$0.00	168515
Kevin C.	11/25-11/27/2013	24	23.87	\$572.88	450	0.45	\$202.50	\$299.61	\$0.00	169025
Kevin C.	1/14-1/29/2014	6	23.87	\$143.22			\$0.00	\$0.00	\$0.00	
TOTALS				\$10,228.30			\$3,811.50	\$5,135.52	\$0.00	

Wage charges	=	\$10,228.30
Overhead charges = Wages X 65%	=	\$6,648.39
Vehicle Mileage charges	=	\$3,811.50
Lodging and per diem charges	=	\$5,135.52
Other (Freight, Postage, Etc.)	=	
Baggage + Airfare + Airport Parking	=	\$0.00
Grand Total	=	\$25,823.71

Submitted By: Kevin Collins

Title: E.T. SPEC

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: HOME Program Funding for Program Administration

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve funding for HOME program administration.

Background: On June 18, 2013, the City Council approved final allocations under the 2013-2014 fifth program year action plan funding process, which included a total of \$122,790 for HOME Investment Partnerships (HOME) program administration costs. HOME funds are provided by the U.S. Department of Housing and Urban Development (HUD).

Analysis: The HOME program is operated without financial assistance from the City's General Fund. Federal regulations allow a maximum of 10% of the annual allocation and 10% of program income, to be designated for program administration. Historically the HOME program has had to access program administration funds from program income, to cover all costs. Program income is received from loan repayments from homebuyers who utilize the HOME program for down payment and closing costs and repayments from Community Housing Development Organizations (CHDOs) that receive housing development subsidy loans.

Financial Considerations: Program administration includes staff salaries/benefits for 1.55 full time equivalent positions, the City's indirect administration charges, information technology, building rent and office supplies. Administrative costs for 2013-2014 are estimated at \$149,838. Funding in the amount of \$22,359 is available for HOME program administration from 2013-2014 program income receipts. The recommended transfer of \$22,359 will supplement the annual allocation to cover anticipated expenses. Unspent program administration funding from prior years will also be utilized to fully cover anticipated 2013-2014 HOME Program administration expenses. Unspent funding for HOME Program administration may be carried forward into future years in which funding for administration could be reduced, or program income receipts decline.

Legal Considerations: The Law Department reviewed and approved the transfer as to formalities.

Recommendations/Actions: It is recommended that the City Council approve funding for HOME program administration.

Attachments: None.

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: HOME Program; Housing Development Loan Program Funding (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Housing Development Loan Program funding allocation.

Background: On June 18, 2013, the City Council approved final allocations under the 2013-2014 fifth program year action plan funding process, which included a total of \$147,637 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) or Local Investment Areas (LIA), as described within the Neighborhood Revitalization Plan adopted by the City Council. Requests for funding under the program are received on an open application basis.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant buyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of construction from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is \$95,550. Lower values in existing neighborhoods in the City's targeted areas often results in homes being sold for less than the cost of construction.

All homes constructed with HOME funding through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Wichita Habitat for Humanity, Inc. (Habitat), a non-profit organization, has submitted a HDLP application to construct a new home on a vacant lot at 1921 N. Jeanette, within the Redevelopment Incentives Area. Habitat's construction program is a national model which utilizes volunteers and in some cases, donated materials.

Financial Considerations: The total project cost is estimated to be \$122,496 the majority of which will be self-financed by Habitat, as well as gifts in kind. HOME funding for the proposed project will be \$21,657, and will be provided in the form of a zero-interest, forgivable development subsidy loan. HOME funding will be used to cover some of the subcontracting expenses involved in home construction, such as excavation, foundation construction, mechanical items, site improvements, as well as developer fees. Habitat's program includes a mortgage carry-back for program participants, for a period of up to 20 years with no interest. Program participants will receive down payment and closing costs assistance loans through the City's HOMEownership 80 Program.

Legal Considerations: The Law Department has reviewed and approved the funding agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

Attachments: Funding agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.,

A Community Housing Development Organization/Non-Profit Housing Developer

HOME Investment Partnerships
Program

2013 Housing Development Loan Program Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No. _____

AGREEMENT

THIS CONTRACT, dated May 6, 2014, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as "the City") and Wichita Habitat for Humanity, Inc., a non-profit Housing Developer, hereinafter referred to individually as the Developer.

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. **SCOPE OF SERVICES.** The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. **TIME OF PERFORMANCE.** The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such

sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by December 31, 2014, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from

occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u

(Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are

subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$21,657.00 as referenced in Exhibit B. Contract payments above \$21,657.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental

conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Developer's financial management systems shall provide for the following:
 - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in

§84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department,

payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), or be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Wichita Habitat for Humanity, Inc.

Signature

Title of Wichita Habitat for Humanity, Inc. Officer

Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorff 04/25/14
Gary E. Rebenstorff, City Attorney Date
and Director of Law of the
City of Wichita

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer" respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$21,657 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1921 N. Jeanette, Wichita, Kansas

A single-family home is to be constructed on the subject site. The single-family home must be sold to income-eligible owner-occupant buyers. If the single-family home is not sold as described, within a period of six (6) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sale price of this 5-bedroom, 2-bathroom home shall be a maximum of \$ 93,000.

(Price may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

- B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the

City of Wichita Housing and Community Services Department on a case-by-case basis.

- C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.
- D. The Developer shall commence construction activities at the project site within 90 days of site acquisition, or within 90 days of execution of this funding agreement, whichever comes later. The single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Developer's President/C.E.O. will supervise operations and administration on a day-to-day basis. The Developer's Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be \$21,657.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$21,657.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable selling costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of the completed home, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10%

Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

\$21,657.00

TOTAL

\$21,657.00

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.
2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and

period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per 2013 HUD guidelines:

5 Bedroom: \$1290 - \$307 (Utility Allowance) = \$983.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

- C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.
- D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.
- E. The Owner shall maintain project/tenant records for a period of no less than five years.
- F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.
- G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.
- H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

- J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.
- K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant

files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

- L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period
 3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.
 4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.
 5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.
 6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.
 8. The Owner will provide, for the year ending June 30 of each year, beginning June 30, 2013, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

- A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
- B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2014, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

- C. Additionally, a narrative or other description of progress may be provided.
- D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254, if requested by the City. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.
- H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.
- J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and

Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

- K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.
- L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
 - 1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 - 2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 - 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.
- The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.
- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

\$21,657.00

TOTAL

\$21,657.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	4,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	99,205.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	1160.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	4495.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	111,360.00
(G) Plus: Developer Fee (<u> 10 </u> %) of (F)	11,136.00
(H) Total Per-Unit Cost (F + G)	122,496.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	93,000.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	7839.00
Project Subsidy Required, per unit (H – I – J)	21,657.00

Number of Units to be Developed 1

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) \$21,657.00

Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	Amount	Uses	Amount
Construction Financing (Self-Financed)	93,000.00	Acquisition Costs	4,000.00
Other Financing	0.00	Project “Soft” Costs	1,160.00
HOME (Gap) Financing	21,657.00	Construction Costs	99,205.00
Repayment of Subsidy Loans		Site Improvements	2500.00
Gifts in Kind	7,839.00	Developer Fee	11,136.00
		Permit	4495.00
TOTAL	122,496.00	TOTAL	122,496.00

**City of Wichita
City Council Meeting
May 6, 2014**

TO: Mayor and City Council

SUBJECT: Kansas Health Foundation Grant – Community Livability and Sustainability Assessment (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the grant application and project.

Background: The Kansas Health Foundation's Recognition Grant program offers grants of up to \$25,000 to support projects that promote policy, systems, and environmental transformations in Kansas communities. The City of Wichita is applying for a Recognition Grant to fund a Phase I STAR (Sustainability Tools for Assessing & Rating Communities) assessment. The STAR Community Rating System is a voluntary, self-reporting framework for evaluating, quantifying, and improving the livability and sustainability of United States communities. The rating system provides communities with a framework for sustainability encompassing the social, economic and environmental dimensions of the community. Attaining a certified STAR Community Rating drives continuous improvement and fosters competition among local governments.

Analysis: ~~This Phase I initial assessment project in the STAR rating system will help Wichita assess current livability and sustainability efforts, but more importantly, will determine the level of resources—human, time, and financial—that will be required to complete a full Phase II assessment. Phase II, which is not covered by this grant, will provide the City with a completed framework to be used to incrementally improve sustainability through informed public policy change and program implementation, resulting in improved environmental and public health conditions for the Wichita population. Upon completion of the Phase I initial assessment, Wichita will have a set of data that, when analyzed with the STAR Rating System, will determine where we stand as a community in terms of sustainability. Although Phase I will not provide a complete assessment of our livability and sustainability, it will provide direction as to next steps Wichita can take to improve livability and sustainability. These next steps might include new data collection, policy change, or program implementation.~~

Analysis: *The goal of the STAR Community assessment is to provide the City with a set of data that will determine where the City stands in terms of sustainability. The STAR Community Rating System assesses the community based on 44 measureable objectives (for example, water quality, living wages, and cultural events) within seven goal areas and includes suggestions for action steps that can be taken at the local level to incrementally improve sustainability. Suggested actions include education and outreach, policy and code adjustment, collaborating with other organizations, and improving facilities and infrastructure. The proposed STAR Community rating project would be completed in two phases. The Kansas Health Foundation grant would fund Phase I, which would allow the City to enroll as a Reporting STAR Community and conduct an assessment of the City's policies and initiatives already in place that support livability and sustainability at an organizational level using the STAR Community online reporting tool. More importantly, Phase I will determine the level of resources – human, time, and financial – that will be required to complete the second phase. Phase II, which is not covered by this grant, will allow the City to complete a full assessment of livability and sustainability of the City as a whole using the same reporting tool. At that point, the City could choose to submit a complete application package with supporting documentation to become a certified 3-, 4-, or 5-STAR Community.*

Financial Consideration: The City is requesting a grant in the amount of \$24,816. No local match is required. The majority of the funds would be used to pay for a research team of three individuals from the University of Kansas School Of Medicine in Wichita who will be conducting the assessment. The Phase I assessment will determine whether additional funds will be needed to complete the Phase II assessment. A potential source of funding for a Phase II assessment has been identified through the Summit Foundation.

Legal Consideration: The Law Department has reviewed and approved the grant application as to form.

Recommendation/Actions: It is recommended that the City Council approve the grant application and sustainability assessment and authorize the necessary signatures.

Attachments: Recognition grant application and project budget.

Recognition Grant Application - Spring 2014 Cycle

Information for Online Applicants

Application deadline: March 17, 2014

Prior to completing your application, we request you go to the Kansas Health Foundation website www.kansashealth.org to read more about our Recognition Grant program, including guidelines, eligibility, application process, etc.

Your organization's application is very important to us, and we will strive to assist you in any way possible as you complete the online process. To make sure we can give proper time and attention to answering any questions you may have, we encourage you to complete and submit your application in advance of the March 17th deadline, which is when we experience our highest volume of phone calls and e-mails.

Guidelines

Recognition Grants expand the Kansas Health Foundation's support to a broad range of organizations throughout the state. While the majority of the Foundation's funding is through invited proposals, the Recognition Grants program is designed to fund unsolicited requests. It is targeted for organizations and agencies proposing meaningful and charitable projects that fit within the Foundation's mission of improving the health of all Kansans.

In addition to supporting projects, the Foundation also seeks to support initiatives that focus on promoting policy, systems and environmental (PSE) transformations that support health. PSE initiatives that affect all aspects of health, including social factors that contribute to a healthy population may be considered. Funding may be used to support the following activities of the proposed initiative: strategic communication, coalition building, data collection to inform or support an initiative, or non-lobbying advocacy actions.

Recognition Grants are grants of up to \$25,000 per organization. Using a competitive process, the Foundation will award as much as \$2 million annually to Recognition Grant projects.

Application deadlines are March 15 and September 15 each year. In the event these deadlines fall on a weekend, applications will not be due until the next business day.

Organizations must be

- **Classified as tax-exempt under section 501(c)(3), a government entity or a church (there are some exclusions, please see restrictions below)**
- **Located within the state of Kansas or within the Jackson, Jasper or Newton counties of Missouri. (If located in one of the Missouri counties funds can only be used for projects within the state of Kansas)**
- **Not a previous recipient of a Recognition Grant within the calendar year**

Non-Eligible Projects

- **Medical research**
- **Contributions to capital campaigns**
- **Operating deficits or retirement of debt**
- **Endowment programs not initiated by the Foundation**
- **Lobbying as defined by the U.S. Internal Revenue Code (IRC) section 4945(d)(1)**
- **Activities supporting political candidates or voter registrations drives, as defined in IRC section 4945(d)(1)**
- **Vehicles, such as vans or buses**
- **Medical equipment**
- **Construction projects (playgrounds, playground equipment, walking paths) or real estate acquisitions**
- **Direct mental health services**
- **Direct medical services**
- **Grants to individuals**
- **Annual fund drives**
- **Fundraising events**

Review Criteria

An independent review committee made up of Kansans from all walks of life who live in different areas of the state evaluate all of the grant applicants received in each Recognition Grant cycle. There are many factors and questions that the independent review committee considers when deciding which projects to fund. They include:

- **Does this project involve any of the Foundation's exclusions listed above?**
- **Does this proposal address a significant community health problem that is defined in a clear and compelling way?**
- **Are the outcomes of the project clear, measurable and reasonable?**
- **Are the activities planned to address the health problem clear and align logically with the need?**
- **Is the budget appropriate for the planned activities?**
- **If your proposal involves adult volunteers or paid staff serving as mentors/ tutors for minors, will you perform background checks on those service providers? If so, are you requesting all or a portion of such costs be funded by the grant?**

- If your proposal involves adult services providers serving as mentors/tutors for minors, have you provided a copy of your Policy regarding your processes for engaging/hiring, training, and supervising such service providers?
- Does the applicant organization have the capacity to carry out the project's activities and achieve the defined outcomes?
- If the total cost of the project exceeds the amount of money requested from the Kansas Health Foundation, have commitments from other funding sources been secured to cover the remaining costs?
- How does this project rank when compared with other applications received during the funding cycle?

Deadlines and Restrictions

- All applications must be submitted online to the Kansas Health Foundation by 5 p.m. on the due date. Deadlines are firm, except in the case when the 15th falls on a weekend or holiday. In that case, applications will be due by 5 p.m. the next working day.
- All applications must be submitted online
- The Kansas Health Foundation does not provide Recognition Grant funding to:
 - Private foundations
 - Internal Revenue Code Section 509(a)(3) organizations
 - Tax-exempt organizations with less than \$25,000 in gross annual receipts filing a Form 990-N (e-Postcard) with the IRS
- Your organization's IRS tax exempt status and filing of a current Federal information return (990, 990-EZ or 990-N) will be verified through the IRS database, with the exception of churches and government entities. We will also check your organization's status with the Kansas Secretary of State. Prior to submitting your online application, you may check your organization's IRS status at www.irs.gov and your Secretary of State Business Entity Search status at www.kssos.org.
- If your organization has not yet completed a tax year as a registered 501(c)(3), you must wait to apply for a Recognition Grant until you have filed a Form 990, 990-EZ or 990-N. Unfortunately, we cannot accept internally produced financial statements for the prior or current year in place of a completed Form 990, 990-EZ or 990-N.
- 990-N Grantseekers: If funding is approved, organizations should be aware that the funds provided by the Kansas Health Foundation could potentially tip small organizations into Internal Revenue Service (IRS) private foundation status. Organizations should seek legal and/or accounting counsel before applying for a grant from the Kansas Health Foundation. For more information please see: www.irs.gov Publication 557/Private Foundations and Public Charities.
- Your organization's application is very important to us, and we will strive to assist you in any way possible as you complete the online process. To make sure we can give proper time and attention to answering any questions you may have, we encourage you to complete and submit your application in advance of the March 17th deadline, which is when we experience our highest volume of calls and e-mails.
- Grants are for amounts up to \$25,000. The Foundation wants to support as many programs across the state as possible; therefore, smaller requests are encouraged.
- If we have any questions regarding your application we may contact you for additional information.
- Grant announcements will be sent on May 30th; approvals and denials will be sent electronically via e-mail. *(Please note there are no reporting requirements on Recognition Grants)*
- The Foundation will not provide an oral or written explanation for denied applications.

Please proceed to the next page to begin the application.

Applicant Organization Information

Submission Deadline - Monday, March 17th by 5 p.m. This application will be removed immediately following the 5 p.m. deadline and will not be accessible.

Important:

- **Make sure you complete the entire Recognition Grant application. Your grant application has not been submitted until you receive an e-mail from the Kansas Health Foundation confirming its receipt.**
- **Please be sure to save your application often, you will lose any unsaved data! Feel free to scroll through the application prior to filling out the data fields. You may also want to print out a blank application before you begin by selecting the "Printer Friendly Version" link above. Before completing this form, make sure you have read and thoroughly understand the guidelines and other links provided on the previous page.**

Application Information

How did you hear about the Recognition Grants program?
KHF web site

Organization

Organization Name

As shown on IRS Form 990, 990-EZ or 990-N (e-Postcard)

City of Wichita

What is your organization's Tax ID Number

If your organization is a 501(c)(3), please provide your organization's Tax ID # if you know it, also referred to as an "Employer Identification Number" (EIN), in the following format: xx-xxxxxxx

Note: Churches, government entities, including subsidiaries and public educational institutions, DO NOT need to submit an EIN.

N/A

ALERT 990-N Grantseekers: If funding is approved, organizations should be aware that the funds provided by the Kansas Health Foundation could potentially tip small organizations into Internal Revenue Service (IRS) private foundation status. Organizations should seek legal and/or accounting counsel before applying for a grant from the Kansas Health Foundation. For more information please see: www.irs.gov Publication 557/Private Foundations and Public Charities

Tax Status

Please place a check mark in the box below that best describes your organizations tax status:

501(c)(3) Organization

No

Government Entity

Yes

Church

(If you are a Church and are part of an IRS Group Ruling you will be required to attach a copy of your Group Ruling Letter at the end of the application)

No

Please supply the following information for the organization applying for the funds. The next page will request for the Project Director information, which may differ.

Address	City	County	State	Zip Code
455 N Main St	Wichita	Sedgwick	KS	67202

Phone Number	Extension
316-268-4331	

Fax

Organization E-mail
jlmiller@wichita.gov

Organization Web site
www.wichita.gov

What is the Mission/Purpose of Applicant Organization

This information can generally be found on your organization's web site or in a company handbook.

Note: This is the organization's mission, not the project's mission.

(Please limit to 100 words)

The mission of the City of Wichita is to provide an environment to protect the health, safety and wellbeing of all who live and work in the community. In directing policies and programs toward that end, the City assumes a stewardship role to preserve the assets and natural resources entrusted to its growth, to assure equality of opportunity and to contribute to the quality of life for all citizens.

Primary Contact for Organization

Executive Director/Primary Contact for Organization *(Examples: Superintendent of Schools, President, CEO, CFO, etc.)*

Prefix	First Name	Last Name	Suffix
Mr.	Robert	Layton	<None>

Title
City Manager

Phone
316-268-4351

E-mail
rlayton@wichita.gov

Project Information and Questionnaire

Project Director

Project Director/Contact Person for the Request:

Prefix	First Name	Last Name	Suffix
Ms.	Laura	Quick	<None>

Position/Title
Interim Environmental Compliance Manager

Organization Name
City of Wichita

Address	City	State	Zip Code
455 N Main	Wichita	KS	67202

Phone	Extension
316-268-8351	

Fax
316-268-8390

E-mail
lquick@wichita.gov

Project Title and Description

Project Title
Community Livability and Sustainability Assessment

Project Description

Please provide a brief description of the project (one to two sentences preferred)

This project will use the nationally-recognized STAR (Sustainability Tools for Assessing & Rating) Community Rating System to conduct an initial assessment and score of our community in the areas of Built Environment; Health and Safety; Climate and Energy;

Education, Arts and Community; Economy and jobs; Equity and Empowerment; and Natural Systems. The STAR Community Rating System is a voluntary, menu-based certification program designed for communities to evaluate their progress against a set of standardized sustainability objectives and evaluation measures. Completion of these sustainability objectives moves communities toward incremental improvement in public health conditions and the social/environmental factors that affect health.

Project Information

Project Start Date 05/01/2014	Project End Date 05/01/2015	Project Duration In whole months, calculate the number of months between the project start date and end date 12
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County(ies) served by the project

Please provide a listing of all the county(ies). Please be reminded that funds can only be used within the state of Kansas.

This project will focus on the City of Wichita in Sedgwick County. However, it should be noted that completion of this project will develop a general framework and process which can then serve as a model for implementation in other communities and counties throughout the State of Kansas.

Project Questionnaire

Please answer all questions fully. Please try to be concise and not repetitive.

The questions below allow only a limited amount of space for text entry. Additional details can be provided in the "Project Description" on the next page.

1.) What is the project purpose or policy change you have targeted to impact practices and environments that promote health?

(Please limit to 100 words)

Project purpose is to conduct a Phase I initial assessment of Wichita's sustainability via the STAR rating system. This assessment will provide an initial look at Wichita's sustainability efforts, but more significantly, will determine the resources needed to undertake the full assessment in a second phase. A recent study by Tufts University ranked Wichita last in environmental livability of the nation's 55 largest cities. PSU's Urban Sustainability Accelerator Project, an initiative in which Wichita's participation is partially funded by KHF, suggested Wichita attain STAR-rating as a framework for improving sustainability efforts and public health environments.

2.) What is the target population of the project or policy impact anticipated?**(Please limit to 50 words)**

Target population is the City of Wichita, population 385,577. The initial assessment conducted in this proposal could provide a solid basis for policy development and eventual expansion of the assessment process to localities throughout Kansas, thus having the potential of improving the health of all Kansans.

3.) If your proposal involves adult volunteers or paid staff serving as mentors/tutors for minors, will you perform background checks on those service providers?**(Please select from the drop down)**

<None>

If so, are you requesting all or a portion of such costs be funded by the grant?**(Please select from the drop down)**

<None>

Policy Attachment - *If your proposal involves adult service providers serving as mentors/tutors for minors, please provide a copy of the Policy regarding your processes for engaging/hiring, training, and supervising such service providers.*

4.) How many people will be served by the project or impacted by the policy change?**(Please limit to 50 words)**

Although this is a community-wide assessment (pop. 385,577), much of the work focuses on inter-city issues of poverty, environmental justice, public health, built environment, food deserts, access to healthcare, and available transportation options. All of these have a direct impact on individual and community health and related public policy decisions.

5.) What health problems or needs of the target population or policy change does this project address? Why should it be addressed?

(Please limit to 100 words)

Communities documented as livable and sustainable have a higher likelihood of better public health outcomes. This project will assess Wichita's current livability and sustainability efforts, but more importantly, will determine the level of resources (human, time, financial) that will be required to further address our community health and environmental needs. This project will position Wichita on a path toward STAR Community status. Wichita will have taken its first step toward completing a framework to be used to improve sustainability through informed public policy change and program implementation, resulting in improved environmental and public health conditions for the Wichita population

6.) What will be the anticipated health improvements in the target population as a result of this project? Please be precise about the expected impact of this project or policy change.

(Please limit to 100 words)

This project will be the first of two phases in assessing Wichita's livability and sustainability, indicators of public health conditions. Phase I will help Wichitans develop an understanding of the level of resources, information and data that are already available to improve environmental and public health conditions, as well as provide an initial look into what data and efforts are missing. Upon completion of Phase I, Wichita can undertake Phase II -- a full STAR rating assessment that will provide guidance and direction as to how to improve environmental and public health conditions through data-driven policy change and program implementation.

7.) What barriers to implementing the project or initiating the policy change do you anticipate and how will they be addressed?

(Please limit to 100 words)

No barriers are anticipated in implementation of Phase I. The STAR Communities on-line assessment tool provides a step by step approach to plug in local data into 44 different areas categorized as Built Environment; Health and Safety; Climate and Energy; Education, Arts and Community; Economy and jobs; Equity and Empowerment; and Natural Systems. The City of Wichita has made arrangements for access to all of the information necessary to utilize the STAR Communities on-line assessment tool for this project using research support from the Kansas University School of Medicine-Wichita, Department of Preventive Medicine and Public Health.

Project Budget and Narrative

Total cost of this project

Enter the overall project budget dollar amount.

\$24,816

How will the KANSAS HEALTH FOUNDATION REQUESTED funds be spent?

Please complete the Project Budget Worksheet which can be accessed as a link provided in the upper right-hand corner of the application. Once the Excel worksheet is completed, save the document to a file on your computer and upload it as an attachment below.

Project Budget Attachment - Located in the top right-hand corner of the application

RGBudgetWorksheet14.xls

Kansas Health Foundation definition of Indirect and Direct Costs:

- **Indirect Costs** are expenses that are indirectly related to the implementation of program services. They may also be referred to as overhead or administrative costs. Indirects calculation: maximum 10% of **Direct Costs** of project.
- **Direct Costs** are costs that can be identified specifically with a particular project and with a high degree of accuracy.

Kansas Health Foundation Budget

TOTAL AMOUNT REQUESTED FROM KANSAS HEALTH FOUNDATION

This number is found at the very bottom of the Project Budget Worksheet and should only be the amount you are requesting from the Kansas Health Foundation.

Note: The grant amount requested from the Kansas Health Foundation must not exceed \$25,000.00
\$24,816

Project Budget Exceeds Amount Requested from Kansas Health Foundation

If your total project budget amount given at the top of this page exceeds the amount requested from the Kansas Health Foundation, have commitments from other funding sources been secured to cover the remaining costs?

No Yes No No

If no, what are your plans for securing the additional funds needed to complete the project? If you are not successful in securing the additional funds needed to complete the project, is there a portion of the project you could complete using only Kansas Health Foundation funds? Please explain: (Please limit to 100 words)

Phase I of this project can be completed in its entirety with Kansas Health Foundation Recognition Grant Funds. Phase I will determine whether additional funds must be secured for Phase II, or if Phase II might be conducted with existing in-house resources. If additional funds must be secured for Phase II, an application will be submitted to the Summit Foundation at the recommendation of PSU's Urban Sustainability Accelerator program. Wichita's participation in the latter has been partially funded by KHF.

If yes, list which organizations are providing the additional funds to complete the project. (Please limit to 100 words)

Project Budget Narrative

Project Budget Narrative

In the space provided below, please explain budgeted items and how each contributes to the project. If new personnel are budgeted, please describe plans for financial sustainability. In addition, please address the following:

- If existing personnel are budgeted please describe if they are hourly or salaried, full or part time.
- If personnel is budgeted please describe why the additional funding is needed for personnel and how the position(s) will be sustained beyond the term of the project.
- Please explain how KHF funding will impact the project.
- Please explain how the project would be impacted if only partial funding was awarded.

Please make sure to include a basis for calculation for each of the budgeted line items.

Example:

- **Equipment = \$2,100.00**
2 computers at \$700.00 a piece, 2 printers at \$350.00 a piece
- **Travel = \$85.00**
Gas for driving to meeting in Salina

(Please limit to 700 words)

Project Manager: The City of Wichita has identified and assigned a salaried staff person to act as project manager and coordinate the data collection and assessment effort of the Kansas University School of Medicine-Wichita. It is estimated that her role will be to assist KUSM-W

researchers in accessing city data, assuring compliance with the goals of the project and to act as a liaison to the City Manager and Council on the status of the project. Assisting the Project Manager will be a recently hired City of Wichita Fellow, a highly-skilled graduate student from WSU, who has familiarity with the STAR rating system.

Consultant: The project will use a research team of three individuals from the KUSM-W who will be paid by invoice to request and input data into the STAR Communities online assessment tool. In coordination with the City of Wichita, KUSM-W researchers will access and enter city data into the on-line assessment tool. The online assessment tool will analyze the data inputs and score the city in 45 program areas. Three researchers will be conducting this work. Jack Brown, a research instructor, whose environmental health knowledge of Wichita has resulted from more than 30 years of service (@ \$69 per hour x 231.8 hours = \$16,000). Dr. Elizabeth Ablah, associate professor and the recipient of two Environmental Protection Agency Community Action for a Renewed Environment grants, will provide oversight with the data entry and analysis (@ \$69 per hour x 14.5 hours = \$1,000). Finally, Kurt Konda, research assistant, will support Mr. Brown and Dr. Ablah with data identification, abstraction, entry, and analysis (@ \$27 per hour x 111 hours = \$3,000).

Travel: During the project it may be necessary to make 1 trip to Topeka for the purpose of securing data necessary for the project. This amount should cover transportation costs, no overnight stays are anticipated. As a substitute to one of the Topeka trips, it may be necessary to make a visit to visit one of the premier Star Communities for possible technical support and guidance on the assessment process related to the project. Round trip travel by car from Wichita to Topeka=280 miles @ .57 per mile=\$136.80 per trip x 1 trips total travel= \$136.80

Equipment: This amount is a contingency if any needs are encountered requiring data storage, GIS software upgrades or specialized hardware.

Supplies: These funds would be utilized for typical office supplies: paper, binders, flash drives, writing materials,

Printing: Printing of interim and final reports, graphs, charts and spreadsheets.

The City of Wichita is submitting this grant application to initiate a two-phase initiative that will ultimately help local policymakers make informed policy decisions about matters relating to health, quality of life, livability and sustainability in our community. KHF funding is key to initiation and completion of Phase I of this initiative. With KHF funding, the Phase I initial assessment can be completed and an informed determination made as to the resources -- human, time, financial -- needed to complete Phase II, the full assessment in the STAR rating system.

If KHF funding or partial funding of the project is not provided, other sources of funding will have to be pursued and the project will be delayed. Currently there is support and momentum for this project given the recent work of the Visioneering Wichita Environmental Sustainability Alliance, the Sustainable Communities Planning Grant, the Livable Communities Initiative, and the availability of a recently hired City of Wichita Fellow from WSU who has familiarity with the STAR rating system and whose time will be largely committed to the initiative. Timing is perfect for this project.

Project Description

Project Description

In the space provided, describe the proposed activities that would be funded by this grant.

(Please limit to 500 words)

The KHF Recognition Grant, if received, will fund activities of Phase I (initial assessment) of the STAR Communities rating system, which has developed vetted metrics and measurements that provide a rating system using points for various activities. The City of Wichita Project Manager will provide access, location and support for the Kansas University School of Medicine research team to access city records and data bases necessary to complete this project.

The KUSM-W research team will include Dr. Elizabeth Ablah PhD, Jack Brown MPA and Kurt Konda of the Department of Preventive Medicine and Public Health. These individuals have extensive research experience in local public and environmental health projects, programs and initiatives. The proposed Phase I activities would involve obtaining initial local data and

information from city records and other government sources related to certain pre-selected areas among the 44 total. The project would extract local data and enter into the on-line assessment tool. It is proposed that data acquisition would fall into three general categories: 1) Data exists and is available and would be entered into the data base; 2) Data exists but will require additional work to extract the particular information requested from the on-line assessment tool; 3) There is no data available to enter.

This Phase I initial assessment project in the STAR rating system will help Wichita partially assess current livability and sustainability efforts, but more importantly, will determine the level of resources – human, time, financial – that will be required to complete a full assessment. Phase II, which is not covered by this grant, will conduct the full assessment, which will provide Wichita a completed framework to be used to incrementally improve sustainability through informed public policy change and program implementation, resulting in improved environmental and public health conditions for the Wichita population.

In the space provided, outline the anticipated results for your project, program or policy initiative.

(Please limit to 300 words)

Upon completion of the Phase I initial assessment, Wichita will have a collected set of data that, once entered into the STAR Rating System, will determine where we stand as a community in terms of our efforts and accomplishments related to sustainability. Although Phase I won't provide a complete assessment of our livability and sustainability, it will provide direction as to next steps Wichita can take in a few of the areas to improve livability and sustainability. These next steps might include new data collection, policy change, or program implementation.

Additionally, this Phase I initial assessment project in the STAR rating system will help determine the level of resources – human, time, financial -- that will be required to complete a full assessment. Phase II, which is not covered by this grant, will conduct the full assessment. That second phase will provide Wichita a completed framework to be used to incrementally improve sustainability through informed public policy change and program implementation, resulting in improved environmental and public health conditions for the Wichita population.

The Community Rating System's "STAR Goals and Objectives" documents the seven categories of sustainable efforts and the 44 areas that comprise those categories. Within each of the 44 areas are specific objectives that communities must accomplish in order to demonstrate sustainability. Those objectives that are not yet complete become the basis for next steps that must be taken. As noted above, these steps might include new data collection, policy change, or program implementation. In combination, completion of those steps moves Wichita toward public health improvements at the individual, community and systems levels.

In the space provided, describe why your organization is well-positioned to implement the proposed activities and achieve the anticipated results. Include any information regarding the effectiveness of your organization and success of similar efforts.

(Please limit to 300 words)

In recent years, several local initiatives in which the City has participated have begun to move Wichita forward on the sustainability scale. These initiatives include the 1] Visioneering Environmental Sustainability Alliance (VESA), 2] Watershed Restoration and Preservation Strategies (WRAPS), 3] Wichita's Initiative to Renew the Environment (WIRE), 4] Sustainability Communities Planning Grant, 5] Livable Communities Alliance, and others. These initiatives reap benefits for public health conditions and the social/environmental factors that influence health. There is much more work to be done, though, and the STAR assessment and rating system will provide a structured framework to direct, guide, and measure those efforts. It will provide a basis on which to make informed policy and systems change.

The City of Wichita has an extensive network of data bases within its structure as well as access to other organizations from which data may need to be secured. For instance, the departments and divisions of Public Works and Utilities, Metropolitan Area Planning, Housing and Community Services, Economic Development, and virtually all City departments maintain electronic data and records that can be accessed and entered into the STAR assessment tool. In addition, many of the City departments work directly with community organizations which will facilitate access to those organizations and their data if necessary. Additionally, many of the records necessary for this project are public records that may be accessed through State of Kansas resources, i.e. Kansas Department of Health and Environment, Department of Commerce, and others.

By checking the following box I am acknowledging that I have read and understand the following statement:

At the end of the application is a REVIEW & SUBMIT button. The first time you click the REVIEW & SUBMIT button, it is asking you to review your application one more time before submission. It also will let you know if you did not fill out the application completely or have any errors. After reviewing and making any necessary corrections, you must click on the SUBMIT button a second time for

your application to be submitted. Your application has been submitted successfully only after you have received an automated acknowledgement e-mail .

Yes

Attachments

Title	File Name
Board of Directors	City of Wichita - Board of Directors.doc
Recognition Grant Signature Agreement	SigAgreement - City of Wichita.doc

Files attached to this form may be deleted 120 days after submission.

RECOGNITION GRANT SIGNATURE AGREEMENT

In order to facilitate online transactions, the Kansas Health Foundation (Foundation) asks that the following form be completed and attached to your electronic Recognition Grant application in order for your Recognition Grant application to continue to be processed.

In an effort to confirm receipt of your electronic grant application, please indicate your awareness and acknowledgment of the electronic Recognition Grant application being submitted to the Foundation by providing your organization name and attaching an electronic signature or typing your name and title where indicated below.

If you have any questions or problems with this Signature Agreement, please contact Gina Hess, Grants Associate at (316) 491-8411 or (800) 373-7681. You may also e-mail Gina at rginfo@khf.org.

Organization Name: City of Wichita

Organization Address: 455 N Main, 13th Floor

City: Wichita

State: KS

Zip Code: 67202

Organization's Authorized Fiscal Representative:

Shawn Henning, Director of Finance	<u>shenning@wichita.gov</u>
(Signature or Print Name & Title)	(E-mail)

Authorization by President/CEO, Executive Director:

Robert Layton, City Manager	<u>03/17/14</u>
(Signature or Print Name & Title)	(Date)

BOARD OF DIRECTORS WICHITA CITY COUNCIL

Mayor Carl Brewer
455 N Main
Wichita, KS 67202
316-268-4331
cbrewer@wichita.gov

Lavonta Williams – Council Member District 1
455 N Main
Wichita, KS 67202
316-268-4331
lkwilliams@wichita.gov

Vice Mayor Pete Meitzner – Council Member District 2
455 N Main
Wichita, KS 67202
316-268-4331
pmeitzner@wichita.gov

James Clendenin – Council Member District 3
455 N Main
Wichita, KS 67202
316-268-4331
jclendenin@wichita.gov

Jeff Blubaugh – Council Member District 4
455 N Main
Wichita, KS 67202
316-268-4331
jblubaugh@wichita.gov

Jeff Longwell – Council Member District 5
455 N Main
Wichita, KS 67202
316-268-4331
jlongwell@wichita.gov

Janet Miller – Council Member District 6
455 N Main
Wichita, KS 67202
316-268-4331
jlmiller@wichita.gov

4/14/2014

Kansas Health Foundation Budget

How will the KANSAS HEALTH FOUNDATION REQUESTED funds be spent? Please provide details below:

The line items listed below are only for the amount you are **REQUESTING** from the Kansas Health Foundation.

<u>Budget Category</u>	<u>Dollar Amount</u>
Personnel (Existing)	\$1,000.00
Fringe Benefits (maximum 25% of salary)	\$250.00 Meets Criteria
Personnel (New)	\$0.00
Fringe Benefits (maximum 25% of salary)	\$0.00 Meets Criteria
Consultant	\$20,000.00
Travel	\$180.00
Equipment	\$250.00
Supplies	\$200.00
Printing	\$200.00

If you have any other budgeted items that do not fall into the categories given above, please enter the name of the budget item followed by the amount in the additional spaces provided below

STAR Communities On-Line Assessment Tool	\$500.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OF ALL BUDGET CATEGORIES ABOVE

\$22,580.00

*Indirects (maximum 10% of requested grant amount)

\$2,258.00 Meets Criteria

TOTAL AMOUNT REQUESTED FROM KANSAS HEALTH FOUNDATION

\$24,838.00 Meets Criteria

*The Kansas Health Foundation will allow indirect costs (costs that are not project-specific but instead support the organizations overhead) up to a maximum of ten percent of the requested grant amount. Indirects are those costs that are not easily identified with a specific program, yet are necessary to the operation of the program. Examples: postage, telephone bills, printer ink, facility rent or lease, utilities.

The indirects budget category should never be greater than \$2,272.73. Please see calculation below:

Direct costs	\$22,727.27
Indirect costs	\$2,272.73
Total Request	\$25,000.00

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Communications Cable Plant
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare the intent to utilize general obligation bond funding for expenditures made on or after the date which is 60 days before the notice of said intent. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

Analysis: On April 22, 2014, the City Council, sitting as the Wichita Airport Authority, approved a capital budget for the extension, modification, repair, and maintenance of the communications cable plant on Mid-Continent Airport. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget approved is \$50,000 (exclusive of interest on financing and administrative and financing costs) which will be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

Legal Considerations: The Law Department has reviewed and approved the Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Resolution.

RESOLUTION NO. 14-115

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO CITY AIRPORT FACILITIES.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the outstanding principal amount of general obligation bonds issued pursuant to the Act shall not: (a) exceed three percent (3%) of the assessed value of all taxable tangible property within the City, and (b) be subject to or within the limitations prescribed by any other law limiting the amount of indebtedness of the City; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Communications Cable Plant

for use by the Authority at the Wichita Mid-Continent Airport (the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$50,000 in accordance with specifications prepared or approved by the Authority.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on May 6, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
May 6, 2014**

TO: Mayor and City Council

SUBJECT: Partial Redemption of Industrial Revenue Bonds (Greater Wichita YMCA)
(District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution authorizing the call for redemption.

Background: On April 12, 2011, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) to the Greater Wichita YMCA for an amount not to exceed \$23,000,000. The bond proceeds were used to construct, and equip a new Central Branch facility to replace the facility located at 402 North Market in downtown Wichita. The YMCA is requesting City Council approval of an early call of a portion of the bonds.

Analysis: Section 302 of the Bond Indenture provides that the Issuer may elect to redeem Bonds subject to optional redemption upon receipt of a written request of the YMCA. The YMCA gave written notice on March 28, 2014 to the Trustee directing the Trustee to call the Bonds. The City also received notice from the YMCA of a request to call a portion of the bonds and of the company's intention to redeem \$6,000,000 on June 30, 2014. The YMCA has redeemed \$8,250,000 of the outstanding bond balance prior to this request.

The Greater Wichita YMCA has received cash donations which will be used to redeem a portion of the principal balance of the bonds. The early redemption of the bonds was anticipated at the time of issuance and will allow the YMCA to consider funding new projects.

Financial Considerations: There is no financial impact to the City resulting from the proposed redemption. The Greater Wichita YMCA agrees to continue to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution authorizing an early redemption of a portion of the Series 2011 Bonds.

Attachments: Resolution

RESOLUTION NO. 14-116

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, TO
CALL A PORTION OF CERTAIN INDUSTRIAL REVENUE BONDS, SERIES I, 2011 (THE
GREATER WICHITA YMCA PROJECT).**

WHEREAS, the Governing Body of the City of Wichita, Kansas (the “City” or “Issuer”) heretofore passed Ordinance No. 48-981 of the City of Wichita, Kansas, authorizing the issuance of its Industrial Revenue Bonds, Series I, 2011 (Greater Wichita YMCA Project), and the execution of a certain Trust Indenture (the “Indenture”), dated as of April 1, 2011, in connection therewith; and,

WHEREAS, The Greater Wichita YMCA has requested the City of Wichita to approve a call for early redemption of \$6,000,000 principal amount of the Series I, 2011 Bonds, for payment on June 30, 2014, pursuant to Section 302 of the Bond Indenture; and,

WHEREAS, the funds for the redemption will be provided by cash from The Young Men’s Christian Association of Wichita; and,

WHEREAS, The Greater Wichita YMCA has given notice to the Bank and provided redemption instructions to the Bond Trustee, by letter of March 28, 2014; and,

WHEREAS, because the Series I, 2011 Bonds are special obligations of the City of Wichita, the terms of the Indenture require the City’s consent in order for the call to proceed as scheduled.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF WICHITA, KANSAS:**

Section 1. The City hereby consents to the proposed call and redemption, and ratifies the March 28, 2014 notice to the Bank and instructions to the Bond Trustee issued by The Greater Wichita YMCA, calling for the early redemption and payment of \$6,000,000 in principal amount of the Series I, 2011 Bonds on June 30, 2014.

Section 2. Any and all fees and expenses in connection with the redemption of the Bonds will be provided from the Young Men’s Christian Association of Wichita. Nothing herein contained shall obligate the City in any manner in connection with the cost of the redemption of the Bonds.

Section 3. The Mayor and City Clerk are hereby authorized and directed to take such further actions not inconsistent herewith as may be necessary to carry out the purposes contemplated by this Resolution.

Section 4. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City of Wichita, Kansas.

ADOPTED by the governing body of the City of Wichita, Kansas, this May 6, 2014.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf
Director of Law

**City of Wichita
City Council Meeting
May 6, 2014**

TO: Mayor and City Council

SUBJECT: Resolutions Authorizing Congestion Mitigation and Air Quality (CMAQ) grants from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Adopt the resolutions authorizing filing of the grant application and pledging sufficient matching funds.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible Federal funds for the support of a diesel bus purchase in 2015. Congestion Mitigation and Air Quality (CMAQ) funds are Federal Highway Administration (FHWA) funds that are transferred to FTA for use for transit eligible activities. The funds are 80% Federal funds and 20% local matching funds. A second resolution is required by the Kansas Department of Transportation (KDOT) to pledge sufficient matching funds and approve the transfer of funds from FHWA to FTA.

Analysis: Wichita Transit has bus purchase needs that exceed the amount of Federal funds available from FTA in its annual section 5307 funding apportionment. Section 5307 Federal funds are the most reliable and the main source of funding for bus purchases. The CMAQ funds are available to the region through a competitive process in which Wichita Transit submitted applications for bus funding. De-obligated funds became available to the region in early 2014. Wichita Transit's bus purchase project programmed in year 2016 was able to move up and receive the 2014 de-obligated funds. The funds will help to purchase two to three buses in 2015.

The proposed resolutions authorize the filing of applications for the following funding:

- Federal Portion - \$886,959
- Local Portion - \$221,740
- Total - \$1,108,699

The Transportation Policy Body, which develops and approves transportation plans for the Wichita Area Metropolitan Planning Organization, awarded the Federal portion of the grant to Wichita Transit on March 11, 2014. Transit staff held a public hearing on May 2, 2014, with no adverse comments.

Financial Consideration: The Federal share for the bus purchase is \$886,959. The local match is \$221,740 and will be funded by general obligation bonds. The bus purchase can be found in the CIP under year 2015.

Legal Consideration: The Law Department has reviewed and approved the resolutions authorizing filing of the grants as to form.

Recommendation/Actions: It is recommended that the City Council adopt the resolutions and authorize the necessary signatures.

Attachments: WT Resolution Authorizing 2014 CMAQ Bus Purchase; KDOT 1312 Form Resolution for 2014 CMAQ Bus Purchase; and Bonding Resolution

RESOLUTION NO. 14-117

**A RESOLUTION AUTHORIZING
THE FILING OF AN APPLICATION
WITH THE FEDERAL TRANSIT ADMINISTRATION,
AN OPERATING ADMINISTRATION OF THE
UNITED STATES DEPARTMENT OF TRANSPORTATION,
FOR FEDERAL TRANSPORTATION ASSISTANCE
AUTHORIZED BY 49 U.S.C.,
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE
FEDERAL TRANSIT ADMINISTRATION
TO SUPPORT FY 2014 CONGESTION MITIGATION AND AIR
QUALITY (CMAQ) PROJECTS**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to CMAQ – Congestion Mitigation and Air Quality: **Bus Purchase**.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C., United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Recipient of CMAQ assistance under the provisions of 49 U.S.C., certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on May 6, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

RESOLUTION NO. 14-128

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, , pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Wichita Transit Bus Purchase

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$1,108,699 in accordance with plans and specifications therefor prepared under the direction of the Transit Director and approved by the Governing Body; said plans and specifications to be placed on file in the Transit offices.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on May 13, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ)

IMPROVEMENT PROGRAM PROJECT

County/City: _____

WHEREAS, The Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary," has been designated as an agent for _____ under an agreement dated _____, or, will be designated as an agent for _____ under an agreement to be executed at a later date and,

WHEREAS, the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provides Federal-Aid funds to assist the counties, cities, and other political sub-divisions in improving their roads and streets and congestion mitigation activities that provide air quality benefits, and,

WHEREAS, The above-noted county/city desires to improve a certain portion of their road or street system or other related project that will contribute to air quality improvements and reduce congestion, now, therefore,

WHEREAS, The county/city request the Secretary program the following Congestion Mitigation Air Quality Improvement project _____

ESTIMATED costs of such improvements are as follows:

Federal Funds	\$ _____
Local Funds	\$ _____
ESTIMATED Total for Project	\$ _____
Proposed Let Date	_____

Submit One (1) Copy of the document along with Approved TIP documentation

BE IT RESOLVED: That sufficient funds of _____ County/City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year _____, at _____, Kansas.

Recommend for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

County/City Engineer or Administrator

Chairperson/Mayor

ATTEST:

Member

County/City Clerk

Member

CITY OF WICHITA
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Termination of Urban Renewal Covenants and Conditions (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Release the property from the Urban Renewal covenants and conditions.

Background: Urban Renewal agreements and subsequent City agreements on properties acquired under Urban Renewal procedures are filed of record with the Register of Deeds. The agreements frequently contain provisions allowing the Urban Renewal Agency, or the City, to enforce certain redevelopment provisions or retake possession of a property under some circumstances. These provisions, which are filed of record, constitute a cloud on the owner's title and can impact the ability to sell the property. The owner of 727 North Waco has requested a certificate from the City terminating the covenants and conditions for this property. This certificate will allow the title exception associated with the Urban Renewal requirements to be removed from the property's title.

Analysis: The owner of the property at 727 North Waco has requested a Certificate of Termination of Covenants and Conditions releasing the property from the Urban Renewal requirements. The site, located in Urban Renewal Area Park Plaza "A", Project No. Kans. R-17 has been developed with a 102,888 square foot multi-story office building together with surface parking. The development satisfies the requirements of the Urban Renewal plan. Additionally, all time frames in the plan have expired allowing all covenants and conditions except those pertain to discrimination to be released.

Financial Considerations: There is no financial impact to the City.

Legal Considerations: The Law Department has reviewed the Certificate of Termination as to form.

Recommendation/Action: It is recommended that the City Council approve the Certificate of Termination and authorize all necessary signatures.

Attachments: Certificate of Termination of Covenants and Conditions.

CERTIFICATE OF TERMINATION OF COVENANTS AND CONDITIONS

WHEREAS the City of Wichita, Kansas ("City"), is successor to the Urban Renewal Agency of Wichita, Kansas Metropolitan Area ("Agency"), pursuant to K.S.A. 17-4756, and

WHEREAS the City did enter into a Contract for Sale of Land with Kingsborough, Inc., said contract filed in Book Misc. 649, Page 307 and amended by instrument filed on Film 183, Page 274, and

WHEREAS said contract was subject to Urban Renewal Plan, Park Plaza 'A', Wichita, Kansas, Project No. Kans.R-17 ("Plan") as amended, and

WHEREAS all obligations of both the City, as successor to the Agency, and Kingsborough, Inc., and Barclay Square, Inc. as redevelopers, and their successors in interest, under the Contract and the Plan have been satisfied, and

WHEREAS, all applicable time frames contemplated in the Plan have expired and all covenants, other than those Section 6 of Part I and contained in Section 401(b) of Section II are no longer of any force and effect.

NOW THEREFORE, as all terms, conditions, obligations and covenants, except shown above, have been met and satisfied, all the requirements in the above referenced Contract for Sale of Land have been completed and are hereby terminated.

This certificate constitutes a conclusive determination of satisfaction and termination of the agreement and covenants in the Contract as amended with respect to the obligations of the Buyer or Purchaser, and its successors and assigns, to construct or rehabilitate the improvements and the dates for beginning and completion thereof.

Dated this ____ day of _____, 2014,

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

On this ____ day of _____, 2014, before me personally appeared Carl Brewer, Mayor and Karen Sublett, City Clerk of the City of Wichita, Kansas, to me known to be the person named herein and who executed the foregoing Certificate of Completion of Improvements on behalf of and as the act and deed of said City.

Notary Public

My Appointment Expires:

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
May 6, 2014

TO: Mayor and City Council

SUBJECT: Termination of Covenant (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Terminate the covenant impacting adjacent property.

Background: In 1974, Dillon Real Estate Company (Dillon) acquired land at 4910 East 21st as the site of a grocery store. At the time of the acquisition, Dillon entered into a covenant with the owner of the parcel to the south at the corner of 21st Street North and Oliver. This covenant restricted development of the corner parcel to a single story and 3,000 square feet. In 1996, Dillons Real Estate donated the former grocery store located at 4910 East 21st to the City of Wichita. In 1998 the City entered into an agreement with Air Capital Community Development Company (ACCDC) whereby the property was renovated and ACCDC as the master leasee under a lease with option to purchase the property. The new owner of the corner property has approached the City, as owner of the former Dillon site, about releasing the covenant.

Analysis: The development that includes the City's parcel and the corner property is subject to a Community Unit Plan (CUP) that specifies the type and amount of improvement that can be placed on each parcel. Under the CUP, the corner parcel can be developed with up to 12,000 square feet of improvements with up to two stories. Currently the site is developed with a 1,900 square foot building on a 77,000 square foot site. The amount of development allowed by the CUP more closely optimizes the utilization of the site.

Financial Considerations: There is no financial impact to the City.

Legal Considerations: The Law Department has reviewed and approved the Covenant Release and Termination as to form.

Recommendation/Action: It is recommended that the City Council approve the Covenant Release and Termination and authorize all necessary signatures.

Attachments: Covenant Release and Termination and aerial.

COVENANT RELEASE AND TERMINATION

WHEREAS, the undersigned owns the real property described on attached Exhibit A (the "Benefitted Parcel");

WHEREAS, that certain Covenant dated May 24, 1974, and recorded on June 5, 1974 with the Sedgwick County Register of Deeds at Film 104, Page 646 (the "Covenant") placed restrictions on the real property described on attached Exhibit B (the "Burdened Parcel") for the benefit of the Benefitted Parcel; and

WHEREAS, the undersigned acknowledges that the purposes of the restrictions contained in the Covenant have since been appropriately addressed within the University Gardens Community Unit Plan, as it may be amended from time to time.

NOW, THEREFORE, the undersigned agrees and covenants as follows, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and with the intent that the owner of the Burdened Parcel can and should rely on the terms of this Covenant Release and Termination:

1. The undersigned (a) releases and terminates the Covenant, including without limitation all restrictions imposed on the Burdened Parcel by the Covenant and (b) waives any right to enforce the Covenant or any of its restrictions.
2. The terms of this Covenant Release and Termination shall run with the land.
3. The above recitals are incorporated by reference.

Dated this ____ day of _____, 2014,

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

On this ____ day of _____, 2014, before me personally appeared Carl Brewer, Mayor and Karen Sublett, City Clerk of the City of Wichita, Kansas, to me known to be the person named herein and who executed the foregoing Certificate of Completion of Improvements on behalf of and as the act and deed of said City.

Notary Public

My Appointment Expires:

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

EXHIBIT A

Benefitted Parcel

"The North 400 feet of Lot 8 and the North 400 feet of the West 210 feet of Lot 2 University Gardens Addition to the City of Wichita, Sedgwick County, Kansas. Said property to be the North 400 feet of the West 400 feet of the 20 acres tract platted as University Gardens Addition to the City of Wichita Sedgwick County, Kansas,

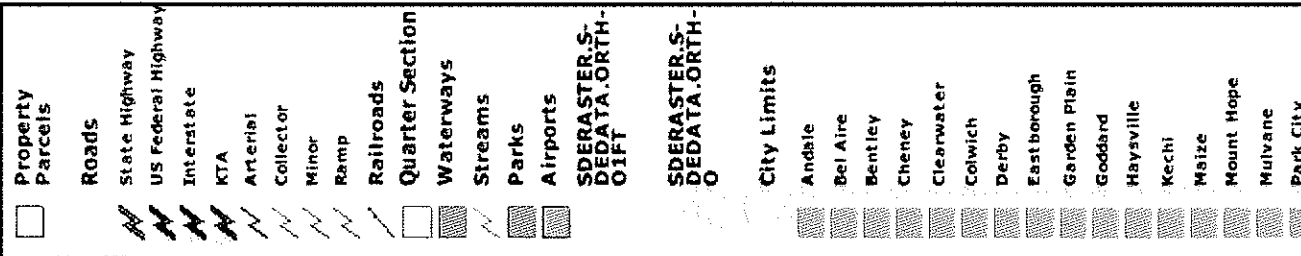
Which property is now described as:

A portion of Lot 2, Block 1, University Gardens Second Addition, an addition to Sedgwick County, Kansas.

EXHIBIT B

Burdened Parcel

A portion of Lot 1, Block 1, University Gardens Second Addition, an addition to Sedgwick County, Kansas.



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita, Kansas
Senior Management Expenses
For the Quarter Ended March 31, 2014

Employee by Department	Purpose	Amount
City Manager		
Robert Layton, City Manager	Large Cities Executive Forum, Ft Lauderdale, FL	\$ 1,667.85
Robert Layton, City Manager	National League of Cities, Washington, DC	2,144.25
Airport		
John Oswald, Engineering & Planning Manager	Construction Administration & Observation Training, Ft. Worth, TX	1,362.28
Fire		
Ron Blackwell, Chief	Firefighter Life Safety Initiatives Conference, Tampa, FL	1,572.67
Law		
Sharon Dickgraft, Chief Deputy City Attorney	Argue Case Before the Kansas Supreme Court, Topeka, KS	338.00
Library		
Cynthia Berner-Harris, Director of Libraries	Public Library Association Biennial Conference, Indianapolis, IN	1,441.52
Police		
Norman Williams, Chief	Kansas Joint Law Enforcement Legislative Conference, Topeka KS	159.95
Public Works & Utilities		
Joe Pajor, Deputy Director of Public Works & Utilities	FEMA Security Studies, Topeka, KS	115.00
Joe Pajor, Deputy Director of Public Works & Utilities	KS Water Congress Meeting, Topeka, KS	34.00
Total		<u><u>\$ 8,835.52</u></u>

Second Reading Ordinances for April 22, 2014 (first read on April 15, 2014)

A. First Admendment and Partial Release of Health Care Facility Revenue Bonds, Via Christi Health, Inc. (District V)

ORDINANCE NO. 49-683

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE CITY AND CORNERSTONE ASSISTED LIVING, INC.; A FIRST AMENDMENT TO TRUST INDENTURE BY AND BETWEEN THE CITY AND SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, AS TRUSTEE; APPROVING THE CONVEYANCE OF CERTAIN VACANT, UNIMPROVED LAND FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A QUIT CLAIM DEED, AND (2) A PARTIAL RELEASE OF LEASE.

B. Sidewalk Repair and Cleaning Assessment Program. (Districts I, II and III)

ORDINANCE NO. 49-684

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF SIDEWALKS IN THE CITY OF WICHITA, KANSAS.

ORDINANCE NO. 49-685

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PROVIDE A TAX LEVY FOR THE COST OF SIDEWALK CLEANING IN THE CITY OF WICHITA, KANSAS.

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

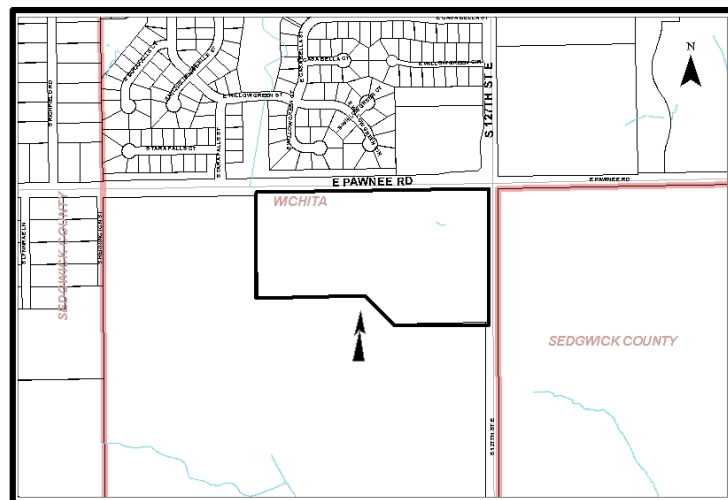
SUBJECT: SUB2010-00032 -- Plat of Sierra Pointe Addition located on the Southwest Corner of Pawnee and 127th Street East (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of 12 lots on 31.57 acres, is located within Wichita. A zone change (ZON2010-00018) has been approved from SF-5 Single-family Residential to LC Limited Commercial. The property is also subject to the Pawnee and 127th Commercial CUP (DP-322).

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water, drainage and paving improvements. The applicant has submitted a Cross-lot Circulation Agreement to assure internal vehicular movement between the lots. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Cross-lot Circulation Agreement, CUP Certificate and Resolutions as to form and the documents will be recorded with the Register of Deeds. The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

Attachments: Certificate of Petitions
Cross-lot Circulation Agreement
CUP Certificate
Ordinance
Resolutions

Published in The Wichita Eagle on May 16, 2014

ORDINANCE NO. 49-748

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2011-00038

Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property described as:

A tract of land lying within a portion of Fox Ridge Plaza Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

A tract of land lying within a portion of Fox Ridge Plaza Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:
Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Reserves "C", "D", and "E", AND ALSO that part of Reserve A being described as follows: BEGINNING at the northeast corner of said Block 1;
thence the extended north line of said Block 1 being a northerly line of said Reserve A,
N88°12'08"E, 222.45 feet; thence N88°12'08"E, 100.00 feet to the east line of said Reserve A;
thence along the easterly and southerly lines of said Reserve A for the next eight courses,
S01°03'47"E, 872.45 feet to a point on a curve to the right; said curve having a radius of 55.00
feet, a central angle of 49°02'45", a chord bearing of S23°27'35"W, and a chord distance of 45.66
feet, thence along said curve to the right 47.08 feet to a point on a curve to the left; said curve to
the left having a radius of 92.00 feet, a central angle of 66°32'50", a chord bearing of
S14°42'33"W, and a chord distance of 100.95 feet, thence along said curve to the left 106.86 feet
to a point on a curve to the right, said curve to the right having a radius of 55.00 feet, a central
angle of 46°10'35", a chord bearing of S04°31'25"W, and a chord distance of 43.14 feet, thence
along said curve to the right 44.33 feet; thence S27°36'43"W, 23.40 feet to a point on a curve to
the right; said curve to the right having a radius of 110.00 feet, a central angle of 77°48'12", a
chord bearing of S66°30'49"W, and a chord distance of 138.16 feet, thence along said curve to the
right 149.37 feet to a point on a curve to the left; said curve to the left having a radius of 340.00
feet, a central angle of 17°15'07", a chord bearing of N83°12'39"W, and a chord distance of
101.99 feet, thence along said curve to the left 102.38 feet; thence S88°09'47"W, 9.76 feet to the
southeast corner of said Block 1; thence along the east lines of said Block 1 for the remaining
courses, N03°47'54"W, 493.70 feet; thence N00°55'39"W, 616.23 feet to the POINT OF
BEGINNING.
Said tract CONTAINS: 1,498,117 square feet or 34.391 acres of land, more or less.
Generally located on the south side of 37th Street North, on the east side of Maize Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 13th day of May, 2014.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on May 9, 2014

RESOLUTION NO. 14-118

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **LEFT TURN LANE AND DECELERATION LANES INTO DEVELOPMENT ON PAWNEE ROAD BETWEEN NORTHWEST CORNER OF LOT 1, BLOCK 1 AND WEST EDGE OF 127TH STREET; CONSTRUCT A LEFT TURN LANE AND DECELERATION LANES INTO DEVELOPMENT ON 127TH STREET BETWEEN SOUTH EAST CORNER OF LOT 10, BLOCK 1 AND SOUTH EDGE OF PAWNEE ROAD (SOUTH OF PAWNEE, WEST OF 127TH) 472-85165** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **LEFT TURN LANE AND DECELERATION LANES INTO DEVELOPMENT ON PAWNEE ROAD BETWEEN NORTHWEST CORNER OF LOT 1, BLOCK 1 AND WEST EDGE OF 127TH STREET; CONSTRUCT A LEFT TURN LANE AND DECELERATION LANES INTO DEVELOPMENT ON 127TH STREET BETWEEN SOUTH EAST CORNER OF LOT 10, BLOCK 1 AND SOUTH EDGE OF PAWNEE ROAD (SOUTH OF PAWNEE, WEST OF 127TH) 472-85165** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a **left turn lane and deceleration lanes into development on Pawnee Road between northwest corner of Lot 1, Block 1 and west edge of 127th Street; construct a left turn lane and deceleration lanes into development on 127th Street between south east corner of Lot 10, Block 1 and south edge of Pawnee Road (south of Pawnee, west of 127th) 472-85165.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Fourteen Thousand Dollars (\$114,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA POINTE ADDITION
Lots 1 through 12, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 6th day of

May, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on May 9, 2014

RESOLUTION NO. 14-119

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90630 (SOUTH OF PAWNEE, WEST OF 127TH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90630 (SOUTH OF PAWNEE, WEST OF 127TH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90630 (south of Pawnee, west of 127th)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Five Thousand Dollars (\$105,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2014**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Thirty Thousand One Hundred Ninety-Seven Dollars (\$30,197)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA POINTE ADDITION

Lots 1 through 12, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessment against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of May, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on May 9, 2014

RESOLUTION NO. 14-120

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 680 (SOUTH OF PAWNEE, WEST OF 127TH) 468-84950** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 680 (SOUTH OF PAWNEE, WEST OF 127TH) 468-84950** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 680 (south of Pawnee, west of 127th) 468-84950**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Four Hundred Thirty-Five Thousand Dollars (\$435,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA POINTE ADDITION

Lots 1 through 12, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis:

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of May, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on May 9, 2014

RESOLUTION NO. 14-121

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 441, NORTHWEST INTERCEPTOR SEWER (SOUTH OF PAWNEE, WEST OF 127TH) 468-84949** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 441, NORTHWEST INTERCEPTOR SEWER (SOUTH OF PAWNEE, WEST OF 127TH) 468-84949** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 441, Northwest Interceptor Sewer (south of Pawnee, west of 127th) 468-84949**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Fifty-Eight Thousand Dollars (\$158,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Sixty Thousand Three Hundred Ninety Five Dollars (\$60,395).

SIERRA POINTE ADDITION

Lots 1 through 12, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of May, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

COPY

CERTIFICATE

Sedgwick County) SS
State of Kansas)

I, Gary L. Oborny, Managing Member, 127 PAW, LLC, a Kansas Limited Liability Company, owner and platfor of Sierra Pointe Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Paving Petitions (1)
2. Sanitary Sewer Lateral Petitions (1)
3. Water Distribution Petitions (1)
4. Stormwater Sewer Petitions (1)

As a result of the above mentioned petitions for improvements, lots within Sierra Pointe Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 11th day of April, 2014.

127 PAW, LLC
A Kansas Limited Liability Company

By: [Signature]
Gary L. Oborny, Managing Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 11th day of April, 2014, before me a Notary Public in and for said State and County, came Gary L. Oborny, Managing Member, 127 PAW, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: Connie S. Tritle

My Appointment Expires: 11-15-2017

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

COPY

CROSS-LOT CIRCULATION AGREEMENT

THIS DECLARATION, made this 11th day of April, 2014, by 127 PAW, LLC, a Kansas limited liability company;

W I T N E S S E I H: That,

WHEREAS, Declarants are the owners of all lots in Sierra Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, which addition is presently in the process of being platted; and

WHEREAS, as a part of the platting process it is necessary to provide a cross-lot circulation agreement for the benefit of lots in Sierra Pointe Addition; and

WHEREAS, Declarants are the owners of the property to be burdened by said agreement and desires hereby to establish the same.

NOW, THEREFORE, Declarants hereby declare and establish the cross-lot circulation agreement, as follows:

1. Declarants grant to all future Owners, their agents, assigns, lessees, customers, invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the common areas for driveways, walkways, ingress and egress, parking motor vehicles, and the loading and unloading of commercial and other vehicles on all lots developed for retail, commercial and office uses. All entrances, exits, aisleways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.
2. The rights herein granted and all provisions hereof shall be deemed covenants that shall run with the land and shall inure to the benefits of and be binding upon Declarants and their successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed the date first above written.


127 PAW, LLC
A Kansas Limited Liability Company

BY: 
Gary L. Oborny, Managing Member

STATE OF KANSAS) ss
SEDGWICK COUNTY)

Be it remembered that on this 14th day of April, 2014, before me a Notary Public in and for said State and County, came Gary L. Oborny, Managing Member, 127 PAW, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: 

My Appointment Expires: 4-5-2017

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

COPY

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 11th day of April, 2014, by 127 PAW, LLC, a Kansas Limited Liability Company, hereinafter called "Declarant".

WITNESSETH

WHEREAS, declarant is the owner of all or a portion of the following described property:

Sierra Pointe Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, declarant is desirous to file notice that a community unit plan approved by the Wichita City council is on file with Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316)268-4421.

NOW, THEREFORE, the declarant wants to make notice that the approved C.U.P. (DP-322) has placed restrictions on the use and requirements on the development of the above described real property. The community unit plan shall be binding on the Owners, the heirs, successors, or assigns, and is a document running with the land and is binding on all successors in title to Sierra Pointe Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above

127 PAW, LLC
A Kansas Limited Liability Company

By: [Signature]
Gary L. Oborny, Managing Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 11th day of April, 2014, before me a Notary Public in and for said State and County, came Gary L. Oborny, Managing Manager, 127 PAW, LLC, a Kansas Limited Liability Company to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)



Notary Public: Connie S. Tritle

My Appointment Expires: 4-5-2017

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

City of Wichita
City Council Meeting
May 6, 2014

TO: Mayor and City Council

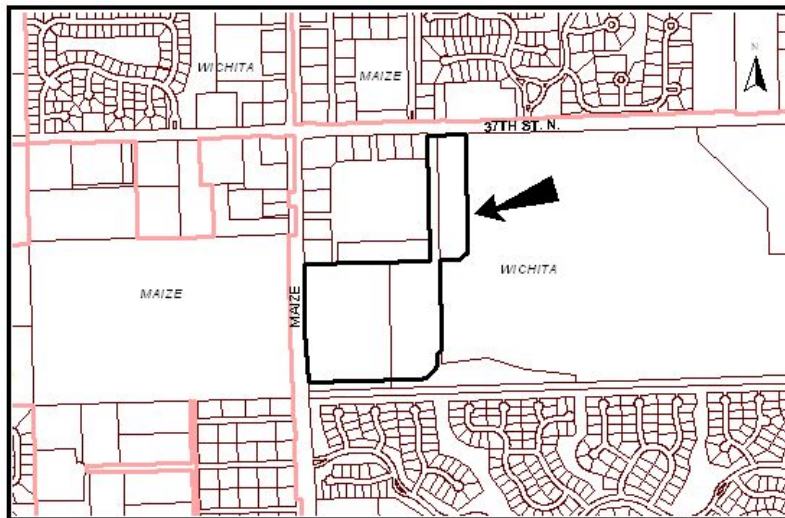
SUBJECT: SUB2011-00055 -- Plat of Fox Ridge Plaza Addition located on the south side of 37th Street North, on the east side of Maize Road (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (7-0-1)



Background: The site, consisting of eight lots on 48.1 acres, is located within Wichita. A zone change (ZON2011-00038) has been approved from SF-5 Single-family Residential to LC Limited Commercial. The property is also subject to the Fox Ridge Plaza Community Unit Plan (CUP2011-00042, DP-330) for the south portion of the plat.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water, drainage and paving improvements. The applicant has submitted a Cross-lot Circulation Agreement to assure internal vehicular movement between the lots. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions,

Cross-lot Circulation Agreement, Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

Attachments: Certificate of Petitions.
Cross-lot Circulation Agreement.
Restrictive Covenant.
Ordinance.
Resolutions.

Published in The Wichita Eagle on May 16, 2014

ORDINANCE NO. 49-748

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2011-00038

Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property described as:

A tract of land lying within a portion of Fox Ridge Plaza Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

A tract of land lying within a portion of Fox Ridge Plaza Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:
Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Reserves "C", "D", and "E", AND ALSO that part of Reserve A being described as follows: BEGINNING at the northeast corner of said Block 1;
thence the extended north line of said Block 1 being a northerly line of said Reserve A,
N88°12'08"E, 222.45 feet; thence N88°12'08"E, 100.00 feet to the east line of said Reserve A;
thence along the easterly and southerly lines of said Reserve A for the next eight courses,
S01°03'47"E, 872.45 feet to a point on a curve to the right; said curve having a radius of 55.00
feet, a central angle of 49°02'45", a chord bearing of S23°27'35"W, and a chord distance of 45.66
feet, thence along said curve to the right 47.08 feet to a point on a curve to the left; said curve to
the left having a radius of 92.00 feet, a central angle of 66°32'50", a chord bearing of
S14°42'33"W, and a chord distance of 100.95 feet, thence along said curve to the left 106.86 feet
to a point on a curve to the right, said curve to the right having a radius of 55.00 feet, a central
angle of 46°10'35", a chord bearing of S04°31'25"W, and a chord distance of 43.14 feet, thence
along said curve to the right 44.33 feet; thence S27°36'43"W, 23.40 feet to a point on a curve to
the right; said curve to the right having a radius of 110.00 feet, a central angle of 77°48'12", a
chord bearing of S66°30'49"W, and a chord distance of 138.16 feet, thence along said curve to the
right 149.37 feet to a point on a curve to the left; said curve to the left having a radius of 340.00
feet, a central angle of 17°15'07", a chord bearing of N83°12'39"W, and a chord distance of
101.99 feet, thence along said curve to the left 102.38 feet; thence S88°09'47"W, 9.76 feet to the
southeast corner of said Block 1; thence along the east lines of said Block 1 for the remaining
courses, N03°47'54"W, 493.70 feet; thence N00°55'39"W, 616.23 feet to the POINT OF
BEGINNING.
Said tract CONTAINS: 1,498,117 square feet or 34.391 acres of land, more or less.
Generally located on the south side of 37th Street North, on the east side of Maize Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 13th day of May, 2014.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on May 9, 2014

RESOLUTION NO. 14-122

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90631 (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90631 (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90631 (south of 37th Street North, east of Maize)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Seventy-Four Thousand Dollars (\$74,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2014**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Fifty-Two Thousand Three Hundred Seventy-Two Dollars (\$52,372)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FOX RIDGE PLAZA ADDITION

Lots 1 through 8, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessment against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of May, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on May 9, 2014

RESOLUTION NO. 14-123

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **STORM WATER DRAIN NO. 394 (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) 468-84953** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF **STORM WATER DRAIN NO. 394 (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) 468-84953** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 394 (south of 37th Street North, east of Maize) 468-84953**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Five Hundred Seventy-One Thousand Dollars (\$571,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FOX RIDGE PLAZA ADDITION

Lots 1 through 8, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis:

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of May 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on May 9, 2014

RESOLUTION NO. 14-124

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 681 (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) 468-84952** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 681 (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) 468-84952** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 681 (south of 37th Street North, east of Maize) 468-84952**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Forty-Five Thousand Dollars (\$245,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FOX RIDGE PLAZA ADDITION

Lots 1 through 8, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis:

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of May, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on May 9, 2014

RESOLUTION NO. 14-125

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING RESTRIPIING EXISTING PAVEMENT ON MAIZE ROAD FROM THE SOUTH EAST CORNER OF LOT 1, BLOCK 1 TO THE NORTH EAST CORNER OF LOT 6, BLOCK 1 TO INCLUDE A NEW LEFT TURN. CONSTRUCT 2 NEW FULL MOVEMENTS OPENING OFF OF MAIZE ROAD INTO DEVELOPMENT (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) 472-85167 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING REMOVING AND RECONSTRUCTING **RESTRIPIING EXISTING PAVEMENT ON MAIZE ROAD FROM THE SOUTH EAST CORNER OF LOT 1, BLOCK 1 TO THE NORTH EAST CORNER OF LOT 6, BLOCK 1 TO INCLUDE A NEW LEFT TURN. CONSTRUCT 2 NEW FULL MOVEMENTS OPENING OFF OF MAIZE ROAD INTO DEVELOPMENT (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) 472-85167** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to remove and reconstruct **restripiing existing pavement on Maize Road from the south east corner of Lot 1, Block 1 to the north east corner of Lot 6, Block 1 to include a new left turn. Construct 2 new full movements opening off of Maize Road into development (south of 37th street north, east of maize) 472-85167.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Forty-Five Thousand Dollars (\$245,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FOX RIDGE PLAZA ADDITION
Lots 1 through 8, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 6th day of
May, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on May 9, 2014

RESOLUTION NO. 14-126

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING REMOVING AND RECONSTRUCTING **34TH STREET FROM THE EAST EDGE OF MAIZE ROAD TO A POINT APPROXIMATELY 1400 LINEAR FEET EAST (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) 472-85166** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING REMOVING AND RECONSTRUCTING **34TH STREET FROM THE EAST EDGE OF MAIZE ROAD TO A POINT APPROXIMATELY 1400 LINEAR FEET EAST (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) 472-85166** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to remove and reconstruct **34th Street from the east edge of Maize Road to a point approximately 1400 linear feet east (south of 37th Street North, east of Maize) 472-85166.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Four Hundred Seventy-One Thousand Dollars (\$471,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FOX RIDGE PLAZA ADDITION
Lots 1 through 8, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 6th day of
May, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on May 9, 2014

RESOLUTION NO. 14-127

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 2, MAIN 6, NORTHWEST INTERCEPTOR SEWER (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) 468-84951** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 2, MAIN 6, NORTHWEST INTERCEPTOR SEWER (SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) 468-84951** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 2, Main 6, Northwest Interceptor (south of 37th Street North, east of Maize) 468-84951**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Eighteen Thousand Dollars (\$218,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FOX RIDGE PLAZA ADDITION

Lots 1 through 8, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of May, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

COPY

CERTIFICATE

Sedgwick County) SS
State of Kansas)

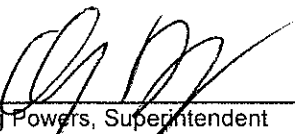
I, Doug Powers, Superintendent, Maize Unified School District No. 266, Sedgwick County, State of Kansas, owner and platfor of Fox Ridge Plaza Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Paving Petitions (2)
2. Sanitary Sewer Lateral Petitions (1)
3. Water Distribution Petitions (1)
4. Stormwater Sewer Petitions (1)
5. Drainage Petitions (1)

As a result of the above mentioned petitions for improvements, lots within Fox Ridge Plaza Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 14th day of April, 2014

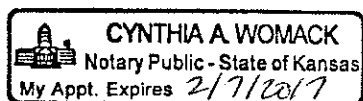
MAIZE UNIFIED SCHOOL DISTRICT NO. 266
Sedgwick County, State of Kansas

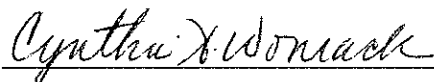
By: 
Doug Powers, Superintendent

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14th day of April, 2014, before me a Notary Public in and for said State and County, came Doug Powers, Superintendent, Maize Unified School District No. 266, Sedgwick County, State of Kansas, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)



Notary Public: 

My Appointment Expires: February 7, 2017

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

COPY

CROSS-LOT CIRCULATION AGREEMENT

THIS DECLARATION, made this 14th day of April, 2014, by Maize Unified School District No. 266, Sedgwick County, Kansas;

W I T N E S S E I H: That,

WHEREAS, Declarants are the owners of all lots in Fox Ridge Plaza Addition, an addition to Wichita, Sedgwick County, Kansas, which addition is presently in the process of being platted; and

WHEREAS, as a part of the platting process it is necessary to provide a cross-lot circulation agreement for the benefit of lots in Fox Ridge Plaza Addition; and

WHEREAS, Declarants are the owners of the property to be burdened by said agreement and desires hereby to establish the same.

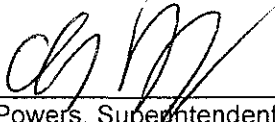
NOW, THEREFORE, Declarants hereby declare and establish the cross-lot circulation agreement, as follows:

1. Declarants grant to all future Owners, their agents, assigns, lessees, customers, invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the common areas for driveways, walkways, ingress and egress, parking motor vehicles, and the loading and unloading of commercial and other vehicles on all lots developed for retail, commercial and office uses. All entrances, exits, aiseways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.

2. The rights herein granted and all provisions hereof shall be deemed covenants that shall run with the land and shall inure to the benefits of and be binding upon Declarants and their successors and assigns.

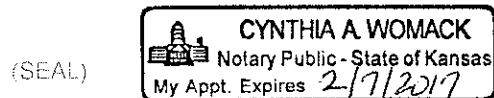
IN WITNESS WHEREOF, this Declaration has been executed the date first above written.

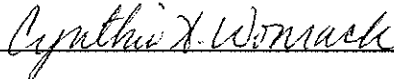
**MAIZE UNIFIED SCHOOL DISTRICT NO. 266
SEDGWICK COUNTY, STATE OF KANSAS**

BY: 
Doug Powers, Superintendent

STATE OF KANSAS) ss
SEDGWICK COUNTY)

Be it remembered that on this 14th day of April, 2014, before me a Notary Public in and for said State and County, came Doug Powers, Superintendent, Maize Unified School District No. 266, Sedgwick County, State of Kansas, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: 

My Appointment Expires: February 7, 2017

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

COPY

RESTRICTIVE COVENANT

This covenant, executed this 14th day of April, 2014.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Fox Ridge Plaza Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding ownership and maintenance of reserves, the establishment of an owners association, and providing for the maintenance of drainage reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject Fox Ridge Plaza Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.


1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
5. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
6. In the event that the Undersigned or the association, its' successors or assigns, shall fail at any time to maintain the Reserves dedicated for Drainage or fail in any manner to fulfill their obligation relating to the Reserves dedicated for Drainage, City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against the Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon

receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 14th day of April, 2014.

MAIZE UNIFIED SCHOOL DISTRICT NO. 266
Sedgwick County, State of Kansas

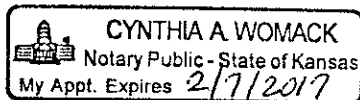
By: 
Doug Powers, Superintendent


Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14th day of April, 2014, before me, a notary public in and for said County and State, came Doug Powers, Superintendent, Maize Unified School District No. 266, Sedgwick County, State of Kansas, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of same.

Signed this 14th day of April, 2014.

SEAL




Notary Public

My Appointment Expires: February 7, 2017

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

**City of Wichita
City Council Meeting
May 6, 2014**

TO: Wichita Airport Authority

SUBJECT: Westar Agreement for Installation of Street Lights
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreements.

Background: New street lights on Jabara Road are part of the Jabara Road Rehabilitation project approved by the Wichita Airport Authority (WAA) on March 26, 2013.

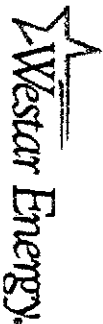
Analysis: Street lights will be installed where none exist today. Westar is the sole source for installation of street lights and the electrical circuits.

Financial Considerations: This project is funded with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and Kansas Department of Transportation (KDOT) Airport Improvement Program (KAIP) grants, and available funds of the Airport, plus the issuance of general obligation bonds repaid with Airport revenue. Westar has provided two proposals for the installation of street lights covering different sections of the project along Jabara Road in the total amount of \$41,977. This expense is funded under the existing project budget.

Legal Considerations: The Law Department has reviewed and approved the agreements as to form. City Code section 2.64.020 allows sole source procurement when items are available only from one vendor or, such as here, from the utility provider.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreements and authorize the necessary signatures.

Attachments: Westar agreements.



P.O. Box 208, Wichita, KS 67201

Customer Charge Order

CO # 104714

Name	Wichita Airport Authority	Date	03/13/2014
Address	2173 S Air Cargo	Cust. Acct. No.	
City	Wichita	State	KS
		ZIP	67209
		Order No./MR	252030

Description	Account		Exp Ct.	I D	Material Code	Quantity	Amount
	Main	Sub					
Cost to install 5 black fiberglass street lights at the south entrance of Jabara Airport							12,913.50
							0.00
							0.00
							0.00
Total Before Taxes							\$12,913.50
Planned Installments							
One Payment							
Service Address							
Jabara Airport							
Bill Type							
Bill Firm							
Comments							State Sales Tax
							City Sales Tax
							County Sales Tax
							TOTAL

Sold By Shane Price Received By John Oswald

Please Print Name

Check Attached : Chk #:

RECEIVED
MAR 13 2014
AIRPORT ENGINEERING, INC.

KS T26S R02E S32 NE

KS T26S R02E S33 NW

A: 2 AAC
B: 2 AAC
C: 2 AAC

W012J30382
55'
W012F14660
80/80/80

A: 477 ACSR
B: 477 ACSR
C: 477 ACSR

A: 2 AAC
B: 2 AAC
C: 2 AAC

W012J40020

A: 2 AAC
B: 2 AAC
C: 2 AAC

W012F77901
100/100/100

KS T26S R02E S32 SE

OUTAGE REQUIRED

FEEDER:
W007F36055
29TH STREET 12-2

N Jabara Road

A: 2 AAC
B: 2 AAC
C: 2 AAC

W012J30832
ABC
75
128117

W012J38870
ABC
75
706731
FI

THIS LIGHTING PROJECT SUBMITTED BY
WESTAR ENERGY FOR APPROVAL:

APPROVED BY:

City, State, or County Official Date

Approved Copy Filed With WR#

PT 1:
R/P 1 PH PRI PED PER
LCS 17-380 W007J32925
3 ELB, 1 CAP, 2 FLT IND

PT 1 - 2:
INST 1 - #2 CID UG PRI - 75'
COMPANY TO BORE

PT 2:
INST 1 - 1 PH PRI PED PER
LCS 17-380 2 ELB, 2 CAP,
1 FLT IND

PT 2 - 3:
INST 1 - #2AURD PRI IN CUST
CONDUIT/TRENCH -- 10'

PT 3:
INST 1 - 25KVA 240/480V PDMT
TS PER LCS 17-340 TS 733754
** SET RELAY ADJACENT
TO TRANSFORMER **

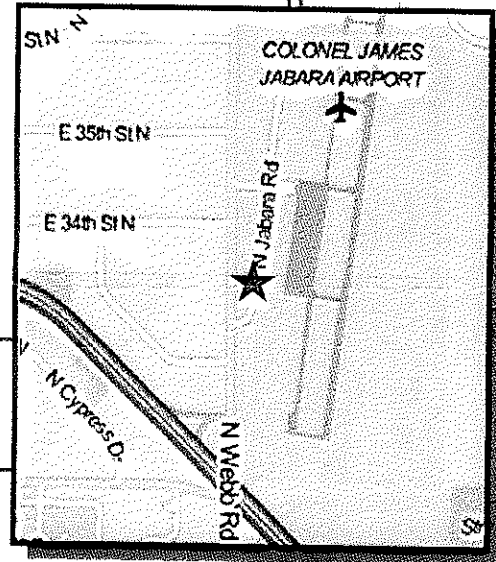
KS T26S R02E S33 SW

MM (ALL
LOCATIONS)

PTS 4 - 8:
INSTALL 5' AUGER FOUNDATION PER 13-2825, 5 - 37' BLACK FIBERGLASS POLES
AND 5 - 250W 480V HPS BLACK FIXTURES ON 8' BRACKET PER LCS 13-2815.
WICHITA AIRPORT AUTHORITY TO MARK POLE LOCATIONS.
WICHITA AIRPORT AUTHORITY TO INSTALL 2" PVC CONDUIT. WESTAR
TO INSTALL 1 - #6 AL CABLE 480V STREET LIGHT CIRCUIT.

REP: S PRICE 261-6315
WICHITA/SEDGWICK CO

WR 252030



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Exist New
— Ø —
— Ø —
— Ø —
Line Direction

Think
Safety



Title WICHITA AIRPORT AUTHORITY, 3500 N JABARA

By K MATHIA - 261-6213

WR # 252030

Crew HQ 6321

Date 3/11/2014

Scale
1 inch = 100 feet

Sheet
Page 1

Sub/29th Street 12-2

Upstream Device

X000X00000



P.O. Box 208, Wichita, KS 67201

Customer Charge Order

CO # 104715

Name	Wichita Airport Authority	Date	03/13/2014
Address	2173 Air Cargo	Cust. Acct. No.	
City	Wichita	State	KS
		ZIP	67209
		Order No./WR	242931

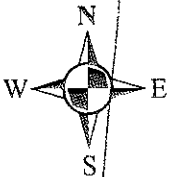
Description	Account		Exp	I	Material	Quantity	Amount
	Main	Sub					
Cost to install 15 black street lights at Jabara							29,063.50
Airport at the north entrance, along 35th North							0.00
							0.00
							0.00
Total Before Taxes							\$29,063.50
Planned Installments							
Service Address							
Bill Type	Jabara Airport, Wichita						0.00
Comments	Bill Firm						State Sales Tax
							City Sales Tax
							County Sales Tax
							TOTAL

Sold By John Oswald Received By Shane Price

Please Print Name

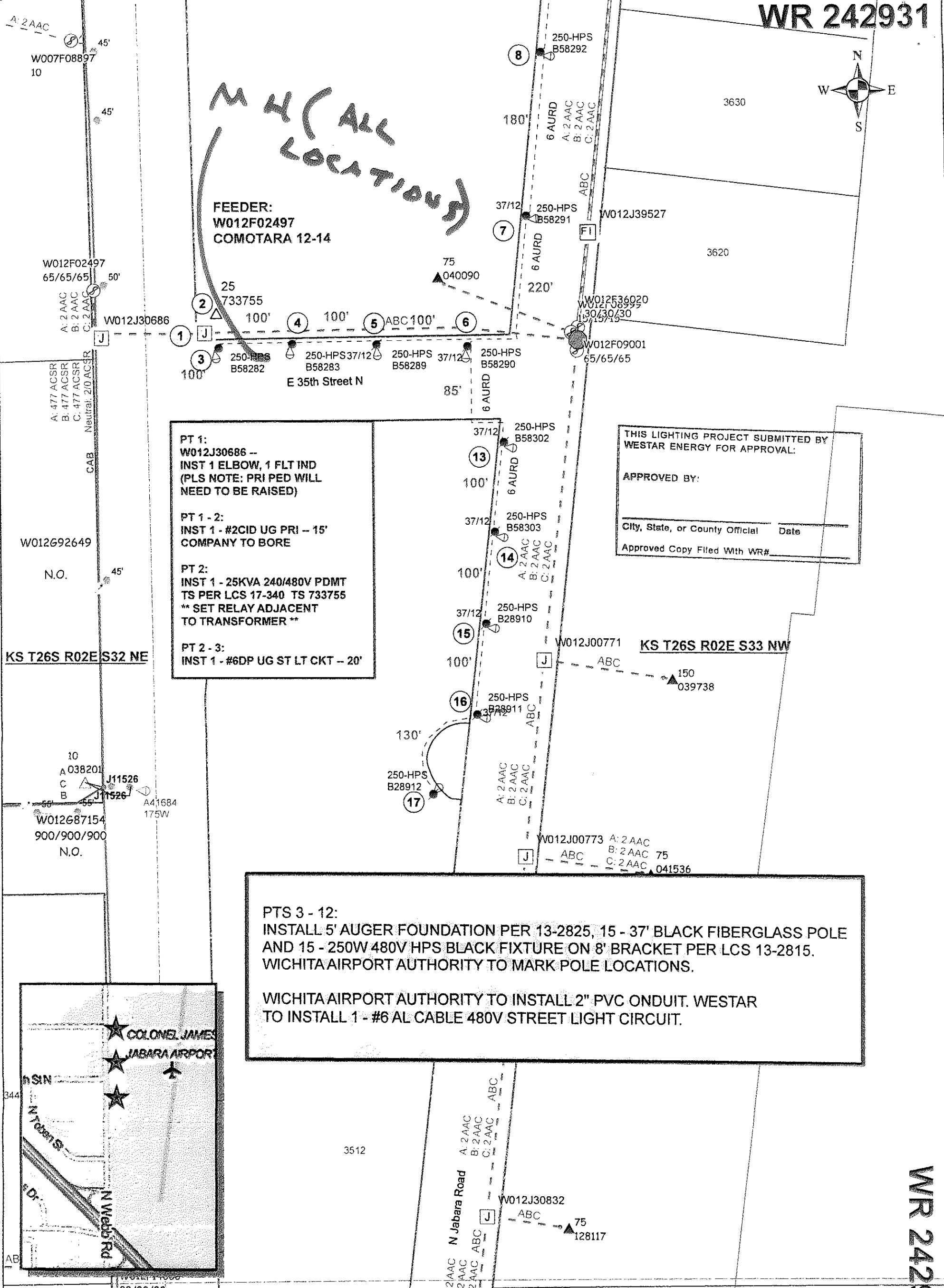
Check Attached : Chk #:

RECEIVED
MAR 13 2014
AIRPORT ENGINEERING



*ALL
LOCATION*

FEEDER:
W012F02497
COMOTARA 12-14



PT 1:
W012J30686 --
INST 1 ELBOW, 1 FLT IND
(PLS NOTE: PRI PED WILL
NEED TO BE RAISED)

PT 1 - 2:
INST 1 - #2CID UG PRI - 15'
COMPANY TO BORE

PT 2:
INST 1 - 25KVA 240/480V PDMT
TS PER LCS 17-340 TS 733755
** SET RELAY ADJACENT
TO TRANSFORMER **

PT 2 - 3:
INST 1 - #6DP UG ST LT CKT - 20'

THIS LIGHTING PROJECT SUBMITTED BY
WESTAR ENERGY FOR APPROVAL:

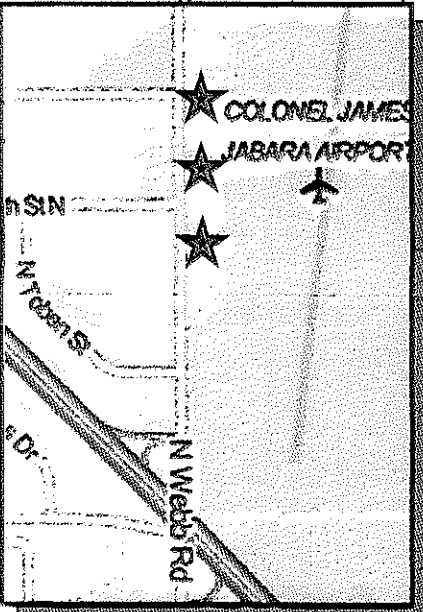
APPROVED BY:

City, State, or County Official Date

Approved Copy Filed With WR#

PTS 3 - 12:
INSTALL 5' AUGER FOUNDATION PER 13-2825, 15 - 37' BLACK FIBERGLASS POLE
AND 15 - 250W 480V HPS BLACK FIXTURE ON 8' BRACKET PER LCS 13-2815.
WICHITA AIRPORT AUTHORITY TO MARK POLE LOCATIONS.

WICHITA AIRPORT AUTHORITY TO INSTALL 2" PVC ONDUIT. WESTAR
TO INSTALL 1 - #6 AL CABLE 480V STREET LIGHT CIRCUIT.



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KS T26S R02E S32 NE

Exist	New
—	—
—	—
—	—
—	—
Line Direction	

Think
Safety



Title WICHITA AIRPORT AUTHORITY, 3660 N JABARA RD		
By K MATHIA 261-6213	WR # 242931	Crew HQ 6321
Date 3/11/2014	Scale 1 inch = 100 feet	Sheet Page 1/2
Site Comotara 12-14	Upstream Device X000X00000	



Exist	New
—	—
—	—
—	—

Line Direction



Title WICHITA AIRPORT AUTHORITY, 3660 N JABARA RD		
By K MATHIA 261-6213	WR # 242931	Crew HQ 6321
Date 3/7/2014	Scale 1 inch = 100 feet	Sheet Page 2/2
St. Comotara 12-14	Upstream Device	X000X00000